

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING  
APRIL 14, 2014  
5:30 P.M.**

**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF MARCH 24, 2014**
5. **PROCLAMATIONS:**

<b><u>#029</u></b>	<b>Stamey</b>	Proclamation Declaring Lucas Boyce Day On Behalf Of CASA of Central Louisiana In The City of Natchitoches (Jack Duty)
<b><u>#030</u></b>	<b>Nielsen</b>	Proclamation Declaring The Month of April 2014 As Keep Natchitoches Beautiful Month In The City of Natchitoches (Samantha Bonnette)
<b><u>#031</u></b>	<b>Payne</b>	Proclamation Declaring April 6, 2014 Through April 12, 2014 As Week Of The Young Child In The City Of Natchitoches (Gilen Norwood)
<b><u>#032</u></b>	<b>Mims</b>	Proclamation Declaring May 3, 2014 As Brother's Keepers Day In The City Of Natchitoches (Mike Bouchie)
<b><u>#033</u></b>	<b>Payne</b>	Proclamation Declaring April 2014 As Relay for Life Month In The City Of Natchitoches (Danielle Antoon)
<b><u>#034</u></b>	<b>Stamey</b>	Proclamation Declaring April 2014 As Fair Housing Month In The City Of Natchitoches
<b><u>#023</u></b>	<b>Vallien</b>	Proclamation Honoring The Natchitoches Central Boys Basketball Team For Their Outstanding 2014 Basketball Season (Coach Micah Coleman)
6. **ORDINANCES – FINAL:**

<b><u>#008</u></b>	<b>Stamey</b>	Ordinance Adopting The Budget For The City Of Natchitoches For The Fiscal Year June 1, 2014 Through May 31, 2015
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**#009 Vallien** Ordinance Accepting And Approving The Proposal And Term Sheet For Extension Of The Power Supply Agreement Between Cleco Power LLC And The City Of Natchitoches Dated April 1, 2010, For The Continued Sale Of Power And Energy Between Cleco Power LLC And The City Of Natchitoches, Louisiana And Authorizing The Mayor To Execute The Proposal And Term Sheet On Behalf Of The City Of Natchitoches And Further Authorizing The Mayor Or His Designee To Negotiate The Final Terms Of The Extension To The Power Supply Agreement

• **PUBLIC HEARING – REQUEST FOR PUBLIC COMMENTS  
ON ORDINANCE NO. 010 2014**

**#010 Nielsen** Ordinance Approving The Purchase Of Two Tracts Of Ground In The Air Industrial Park From Stacy Properties, LLC, For The Consideration Of Two Hundred Fifty Thousand Dollars, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Cash Sale Deed For The Purchase Of The Tracts And All Related Documents, To Provide For Advertising, And A Savings Clause

7. **ORDINANCES – INTRODUCTION:**

**#011 Payne** Ordinance Adopting The Millage Rate For The Tax Year 2014

**#012 Mims** Ordinance Amending Ordinance Number 017 Of 2013, Which Authorized The Designation Of An Area Within Sampite' Park (Formerly Known As Dixie Youth Ball Park) For Use By The Natchitoches Police Department In Order To Provide On Site Security For Sampite' Park And Further Setting Forth The Duties Of That Person Or Persons Designated By The Chief Of Police To Provide On Site Security At Sampite' Park, In Order To Change The Location Of The Designated Area, To Provide For Advertising, A Savings Clause And An Effective Date

**#013 Vallien** Ordinance Authorizing A Lease Agreement And Contract With The Northwest Louisiana Athletic League, Approving Form Of Contract, Term, Consideration, Etc., And Authorizing Mayor To Execute Contract In Due Course

**#014 Nielsen** Ordinance To Amend Chapter 25 Of The Code Of Ordinances, Entitled Plumbing, In Order To Adopt Article VI Which Will Provide For The Implementation And For The Regulation Of Backflow And Cross Connections Within The Water Supply System, Specifically Adopting Sections 25-100 Through 25-118, Providing For Advertising, Further Providing For Severability, and Further Providing For A Repealer And Effective Date Of Ordinance

**#015**     **Mims**            Ordinance Authorizing The City Of Natchitoches, State Of Louisiana, To Issue Its Taxable Revenue Note, Series 2014, In The Amount Of Two Million Dollars (\$2,000,000) For The Purpose Of Financing A Portion Of The Cost Of Constructing And Furnishing The Proposed Natchitoches Grand Hotel, And For Paying Costs Of Issuance Of The Notes; Prescribing The Form, Fixing The Details And Providing For The Payment Of Principal Of And Interest On Such High Notes And Entering Into Certain Covenants And Agreements In Connection With The Security And Payment Of Said Notes; Awarding The Sale Of The Notes To The Purchaser Thereof; And Providing For Other Matters In Connection Therewith

**#016**     **Vallien**            Ordinance Acknowledging The Recommendation Of The Natchitoches Regional Airport Commission And Approving The Adoption Of The Airport Master Plan For The Natchitoches Regional Airport Dated March 2014, Prepared By The Airport Development Group, And Authorizing Mayor, Or His Designee, To Execute All Appropriate Documents In Connection Herewith

8.   **RESOLUTIONS:**

**#035**     **Payne**            Resolution Re-appointing Joe Cunningham, Sr. As A Member Of The Natchitoches Fire And Police Civil Service Board

**#036**     **Nielsen**            Resolution Authorizing The Mayor To Advertise And Accept Bids For (1) 2500 KVA 3 Phase Pad Mount Transformer (**Bid No. 0547**)

**#037**     **Stamey**            Resolution Authorizing The Mayor To Advertise And Accept Bids For Christmas Lighting Supplies (**Bid No. 0548**)

**#038**     **Mims**            Resolution Approving The Application For Grant Funds From The **FHWA** Recreational Trails Program For Louisiana (**FRTPL**), As Established By **CFDA 20.219**:

**#039**     **Stamey**            Resolution Approving A Drainage Easement And Right Of Way For Placement Of Covered Drains Along Eastern Boundary Of Property Owned By Rhodes Properties And Development, LLC, Located On The Northern Right Of Way Of Woodyard Drive To The West Of Highway 1 South Bridge, And Authorizing The Mayor To Execute The Utility Easement And Right Of Way On Behalf Of The City Of Natchitoches, Louisiana

9.   **ANNOUNCEMENTS:**

The next scheduled City Council meeting will be  
**April 28, 2014.**

The offices of the City of Natchitoches will be closed Friday, **April 18, 2014** for Good Friday.

A **public meeting** will be held at the regular scheduled City Council meeting on **April 28, 2014**, at **5:30 p.m.** at the Arts Center, 716 Second Street, Natchitoches, LA for the purpose of adopting the millage rate for the tax year 2014.

A **public hearing** will be held on Wednesday, **April 16, 2014** at **5:00 p.m.** at the Natchitoches Arts Center, 716 Second Street, Natchitoches, LA. The purpose of the hearing is to review land use concepts and plans for the Highway 478 (Waterwell Road) Corridor that connects south of Old River Road and runs between Interstate 49 and Louisiana Highway 1.

**NOTICE TO THE PUBLIC**

*In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.*

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, APRIL 14, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, April 14, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey  
Councilman At Large Don Mims, Jr.  
Councilman Dale Nielsen  
Councilman Larry Payne  
Councilman David Stamey  
Councilman Andrew Vallien

Guests: NCHS Boys Basketball Team  
Gilen Norwood – Week of the Young Child  
Lindsay Maggio-McElwee – American Cancer Society  
Mike Bouchie – Brother's Keepers

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Vallien was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the March 24, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Vallien. The roll call vote was as follows:

<b>Ayes:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>Nays:</b>	<b>None</b>
<b>Absent:</b>	<b>None</b>

Mayor Posey stated the Boys and Girls Club Fundraiser last night was phenomenal. Spike Lee did a great job delivering a message to our community.

The following Resolution was introduced by Mr. Vallien and Seconded by Mr. Payne as follows, to -wit:

**RESOLUTION NO. 023 OF 2014**

**RESOLUTION HONORING THE NATCHITOCHES CENTRAL BOYS BASKETBALL TEAM FOR THEIR OUTSTANDING 2014 BASKETBALL SEASON**

**WHEREAS**, the Natchitoches Central Boys Basketball Team, under Coach Micah Coleman and staff, is to be recognized and honored for their outstanding 2014 basketball season; and

**WHEREAS**, on Friday, March 14, 2014 the NCHS Chiefs defeated Scotlandville in a 60-53 victory in the Class 5A title game; and

**WHEREAS**, this has been an exciting and successful basketball season for the NCHS Chiefs, this dynamic team achieved the first boys basketball state championship title in the school's 40-plus year history; and

**WHEREAS**, the City of Natchitoches recognizes the NCHS Chiefs for their hard work, dedication, perseverance; and

**WHEREAS**, the excellent performance, dedication, and commitment of these young men, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Natchitoches; and

**NOW, THEREFORE**, I, Lee Posey, Mayor and the Natchitoches City Council, congratulate the Natchitoches Central Boys Basketball Team, coaches, athletic department and all people associated with the NCHS Basketball team for their outstanding accomplishment.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14<sup>th</sup> day of April, 2014.

  
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**LEE POSEY, MAYOR**

Mr. Vallien presented the NCHS Boys Basketball Team with a plaque honoring their accomplishment. The members of the team introduced themselves to the Council. Mayor Posey congratulated the team and stated he wanted to see the team here again next year. Coach Micah Coleman stated as a community, city, and City leaders the team is honored and humbled that you would choose to recognize the team here tonight. He has seen so many individuals who have given of their time and resources to help get us to the point we were able to compete for a state championship. He then stated, over the years our City has sponsored and supported us so much and so often through every single endeavor. These guys are great students and great leaders in their school and community.

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to –wit:

**RESOLUTION NO. 029 OF 2014**

**RESOLUTION PROCLAIMING LUCAS BOYCE DAY ON BEHALF OF  
CASA OF CENTRAL LOUISIANA**

**WHEREAS**, CASA of Central Louisiana was founded in 2003 and is dedicated to serving the abused and neglected children of Natchitoches, Red River and Sabine Parishes; and

**WHEREAS**, CASA trained volunteers are appointed by judges to watch over and advocate for abused and neglected children, to make sure they don't get lost in the overburdened legal and social service system or languish in inappropriate group or foster homes; and

**WHEREAS**, CASA volunteers stay with each case until it is closed and the child is placed in a safe, permanent home; and

**WHEREAS**, CASA of Central Louisiana will be hosting the 5th Annual CASA Awareness Social on Thursday, April 17, 2014 at the Natchitoches Events Center at which Lucas Daniel Boyce, Director of Community Relations and Government Affairs Department for one of the NBA's elite sports franchised, the Orlando Magic will be the keynote speaker; and

**WHEREAS**, the City of Natchitoches wishes to honor Mr. Lucas Boyce in his life crusades and taking time from his busy schedule to promote the mission of CASA of Central Louisiana.

**NOW, THEREFORE, I, LEE POSEY**, Mayor of the City of Natchitoches, hereby proclaim, Thursday, April 17, 2014, as

**Lucas Boyce Day**

In the City of Natchitoches in honor of the dedication and contributions of Mr. Lucas Boyce.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 14<sup>th</sup> day of April, 2014.

  
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**LEE POSEY, MAYOR**



The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to –wit:

**RESOLUTION NO. 030 OF 2014**

**PROCLAMATION DECLARING APRIL 2014 AS KEEP NATCHITOCHES  
BEAUTIFUL MONTH IN THE CITY OF NATCHITOCHES**

**WHEREAS**, the City and Parish of Natchitoches are rich in natural resources and beauty; and

**WHEREAS**, every citizen should contribute to keeping their environment clean and beautiful, and should work together to preserve the natural beauty of their surroundings; and

**WHEREAS**, Keep America Beautiful, Inc. has organized millions of Americans for more than 30 years in a nationwide effort to improve community environments by establishing a nationwide cleanup event; and

**WHEREAS**, Keep America Beautiful, a nation, nonprofit, public-education organization, dedicated to improving waste handling practices in American communities, originated Keep America Beautiful Month to focus attention on the efforts of concerned citizens across America who demonstrate daily that keeping America beautiful is more than a slogan; and

**WHEREAS**, Keep Natchitoches Beautiful is an affiliate of Keep America Beautiful, and is sponsoring community cleanups and an Earth Day celebration in Natchitoches on April 27<sup>th</sup>; and

**WHEREAS**, Keep Natchitoches Beautiful is asking all citizens to become involved in the statewide anti-litter efforts through their participation in their local beautification, educational and cleanup events.


**NOW, THEREFORE, BE IT RESOLVED** by Lee Posey, Mayor of the City of Natchitoches, that the month of April 2014 be proclaimed as

**KEEP NATCHITOCHES BEAUTIFUL MONTH**

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14<sup>th</sup> day of April, 2014.

  
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**LEE POSEY, MAYOR**

Mr. Nielsen stated the City Council, Departments Heads, and various other leaders in the community participated in Leaders Against Litter Day on Friday, April 11<sup>th</sup> at the Martin Luther King, Jr. Recreational Center. Mayor Posey stated Saturday was also a clean-up day in Natchitoches. Samantha Bonnette was very pleased with the participation and outcome in cleaning up the community. The Mayor thanked Samantha for her efforts, but encouraged the community to continue to get out and clean up their neighborhoods.

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Vallien as follows, to –wit:

**RESOLUTION NO. 031 OF 2014**

**PROCLAMATION DECLARING APRIL 6, 2014 THROUGH APRIL 12, 2014 AS WEEK OF THE YOUNG CHILD IN THE CITY OF NATCHITOCHES**

**WHEREAS**, the Natchitoches/Desoto Parish Head Start and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 6 – 12, 2014; and

**WHEREAS**, these organizations are working to improve early learning opportunities, including early literacy programs, that can provided a foundation of learning for children in Natchitoches, Louisiana; and

**WHEREAS**, teachers and others who make a difference in the lives of young children in Natchitoches, Louisiana; and

**WHEREAS**, public policies that support early learning for all young children are crucial to young children’s futures; and

**NOW, THEREFORE**, I, Lee Posey, Mayor of the City of Natchitoches and the Natchitoches City Council, do hereby proclaim the week of April 6<sup>th</sup> through to April 12<sup>th</sup> as,

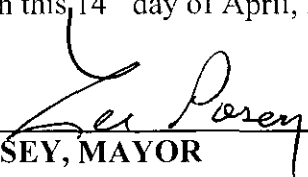
**WEEK OF THE YOUNG CHILD**

In the Natchitoches, Louisiana and encourage all citizens to work to make a good investment in early childhood in Natchitoches, Louisiana.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this, 14<sup>th</sup> day of April, 2014.

  
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**LEE POSEY, MAYOR**

Mr. Payne presented Gilen Norwood with the Proclamation and mentioned how much he appreciates this as he was a part of a head start program. Ms. Norwood stated on behalf of the staff at the Natchitoches/Desoto Parish Head Start she accepts the proclamation and thanked the Council for supporting their endeavors. Head Start is an all out effort and there are new endeavors that are helping our young children. She then stated, without our young children and the direction we can give them, where would these children be? Head Start does follow the children through 3<sup>rd</sup> and 4<sup>th</sup> grade in conjunction with the Natchitoches Parish School Board. She stated how important it is to bring the children back to innocence and start being role models for these young childrens' future.

Mayor Posey then stated the City will be hiring an Early Childhood Consultant. Through attrition I have saved a position through our budget. This person will go to the daycares throughout our community to make sure those children have the knowledge and skills they need to start kindergarten. We are putting so much pressure on our education system, but we are going to have someone who can work with these centers to make sure these children are prepared. He then stated, this position is based on the success it has throughout the community so I will be personally involved in make sure this is successful for these children.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to –wit:

**RESOLUTION NO. 032 OF 2014**

**PROCLAMATION DECLARING MAY 3, 2014 AS  
BROTHER’S KEEPERS MC DAY IN THE CITY OF NATCHITOCHES**

**WHEREAS**, the Brother’s Keepers is an all Firefighters (paid, volunteer, active or retired) Motorcycle Club; and

**WHEREAS**, Brother’s Keepers Motorcycle Club currently has 21 Chapters World-wide; and

**WHEREAS**, the 1<sup>st</sup> Chapter of the Brother’s Keepers MC was formed in Shreveport, Louisiana in 2003; and

**WHEREAS**, the Natchitoches chapter was formed in 2012 and is the 17<sup>th</sup> chapter; and

**WHEREAS**, the Brother’s Keepers MC gives back to their communities not only through their daily dedicated service as firefighters but also by hosting fund-raisers to benefit various charities; and

**NOW, THEREFORE, I, LEE POSEY**, Mayor of the City of Natchitoches, hereby proclaim, Saturday, May 3, 2014, as

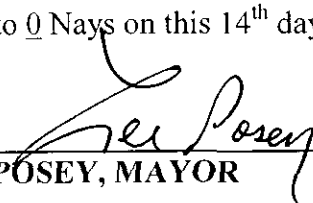
**Brother’s Keepers MC Day**

in the City of Natchitoches and do hereby recognize and commend the Brother’s Keepers Motorcycle Club for their hard work and dedicated service to our community.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5  
Ayes to 0 Nays on this 14<sup>th</sup> day of April, 2014.

  
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**LEE POSEY, MAYOR**

Mr. Mims presented the members of the Brother's Keepers Motorcycle Club with the proclamation and thanked them for their dedication and efforts to help those in need in our community and across the world. Michael Sesvold, the local president of the chapter, appreciates the support from the City leaders and community. May 3<sup>rd</sup> the group will be at Cane River Bar and Grill hosting a fundraiser in which all donations will go to the Shriner's Children's Hospital and we encourage everyone to come out and support us.

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Stamey as follows,  
to –wit:

**RESOLUTION NO. 033 OF 2014**

**PROCLAMATION DECLARING APRIL 2014 AS RELAY FOR LIFE  
MONTH IN THE CITY OF NATCHITOCHES**

**WHEREAS**, Relay for Life is the signature activity of the American Cancer Society and celebrates cancer survivors and caregivers, remembers loved ones lost to the disease, and empowers individuals and communities to fight back against cancer; and

**WHEREAS**, money raised during Paint the Town Purple and Relay for Life of Natchitoches supports the American Cancer Society’s mission of saving lives and creating a world with less cancer and more birthdays – by helping people stay well, by helping people get well, by finding cures for cancer and by fighting back; and

**WHEREAS**, the American Cancer Society funded more than \$150 million in cancer research last year through money raised in communities across the United States; and

**NOW, THEREFORE, BE IT RESOLVED**, that I, Lee Posey, Mayor of the City of Natchitoches, do hereby proclaim April 2014 as:

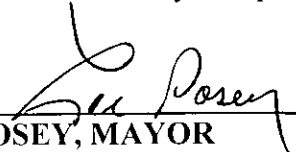
**“RELAY FOR LIFE, PAINT THE TOWN PURPLE DAYS”**

in Natchitoches and encourage citizens to participate in the **PAINT THE TOWN PURPLE** activities, **RELAY FOR LIFE FUNDRAISERS**, and the **RELAY FOR LIFE EVENT** at Northwestern State University’s Tailgating Field on April 25<sup>th</sup> and 26<sup>th</sup>, 2014 from 6:00 pm – 6:00 am.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14<sup>th</sup> day of April, 2014.

  
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**LEE POSEY, MAYOR**

Mr. Payne presented the proclamation to Lindsay McElwee, Senior Manager for Relay for Life. Lindsay thanked the Council for recognizing April as Relay for Life Month and asked Brenda McCain, Relay for Life Event Chair, to give details about this year's event. Brenda stated the event will be on Friday, April 25<sup>th</sup> from 6:00 a.m. – 6:00 p.m. with a goal to raise \$108,000. Mayor Posey stated the City had our fundraiser earlier this month and it was a huge success. He then stated to please support this effort to raise money for a cure for cancer.



The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Mims as follows,  
to –wit:

**RESOLUTION NO. 034 OF 2014**

**PROCLAMATION**

**FAIR HOUSING MONTH**

**WHEREAS**, the 46<sup>th</sup> Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans- individually and collectively - to rededicate themselves to the principal of freedom from housing discrimination whenever it exists; and

**WHEREAS**, this law guarantees for each citizen the critical, personal element of freely choosing a home; and

**WHEREAS**, a fair housing law has been passed by the state of Louisiana, and implementation of the law requires the positive commitment, involvement, and support of each of our citizens; and

**WHEREAS**, the department and agencies of the state of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and

**WHEREAS**, barriers that diminish the rights and limit the options of any citizen to freely choose a home will ultimately diminish the rights and limit the options of all.

**NOW, THEREFORE, BE IT RESOLVED** I, Lee Posey, Mayor, and the Natchitoches City Council, hereby proclaim the month of April 2014, as

**FAIR HOUSING MONTH**

in the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14<sup>th</sup> day of April, 2014.

  
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**LEE POSEY, MAYOR**

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Payne as follows, to-wit:

**ORDINANCE NO. 008 OF 2014**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE  
CITY OF NATCHITOCHES FOR THE FISCAL YEAR  
JUNE 1, 2014 THROUGH MAY 31, 2015**

**WHEREAS**, the fiscal year of the City of Natchitoches is from June 1 through May 31 of each year; and

**WHEREAS**, a budget has been prepared by the Finance Director, Mr. Patrick Jones, and has been submitted by the Mayor, Lee Posey, to the City Council for review and consideration;

**NOW, THEREFORE**, be it ordained that the Natchitoches City Council does hereby adopt the budget for the fiscal year June 1, 2014 through May 31, 2015.

**CITY OF NATCHITOCHES 2014 - 15 FY**

General Fund	\$ 14,327,247
Proprietary Fund (Utility)	\$ 38,610,171
Special and Capital Project Funds	\$ 24,570,936

**BE IT FURTHER ORDAINED**, in accordance with L.R.S. 39:1305, the following specifies the Mayor's authority to make budgetary amendments without approval of the governing authority, as well as those powers reserved solely to the governing authority:

The Home Rule Charter of the City of Natchitoches states in part "... at any time during the fiscal year the Mayor may transfer part or all of any unencumbered appropriation balance among programs within a department, office, or agency. Upon written request by the Mayor, the Council may by ordinance transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another..." (Section 5.05 D) Supplemental, emergency, and reductions of appropriations must be submitted to the Council for approval by Ordinance. (Section 5.05 A-C)

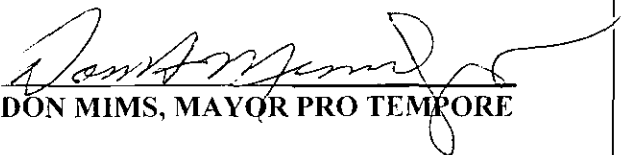
**THIS ORDINANCE** was introduced at a regular meeting of the City Council held on March 24, 2014 and published in the *Natchitoches Times* on March 29, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES:** Stamey, Payne, Nielsen, Mims, Vallien  
**NAYS:** None  
**ABSENT:** None  
**ABSTAIN:** None

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0  
Nays this 14<sup>th</sup> day of April, 2014.

  
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**LEE POSEY, MAYOR**

  
\_\_\_\_\_  
**DON MIMS, MAYOR PRO TEMPORE**

Delivered to the Mayor on the 15<sup>th</sup> day of April, 2014 at 10:00 A.M.

Mayor Posey thanked the Finance Department for all their hard work in getting this prepared. It took a lot of hard work to get this accomplished. Mr. Stamey stated both years we have recognized cuts needed to be made to make the budget work, cutting 10% this year and additional 5% last year. He stated he appreciated the work that was put in to get this done.

The following Ordinance was Introduced by Mr. Vallien and Seconded by Mr. Stamey as follows, to-wit:

**ORDINANCE NO. 009 OF 2014**

**AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL AND TERM SHEET FOR EXTENSION OF THE POWER SUPPLY AGREEMENT BETWEEN CLECO POWER LLC AND THE CITY OF NATCHITOCHES DATED APRIL 1, 2010, FOR THE CONTINUED SALE OF POWER AND ENERGY BETWEEN CLECO POWER LLC AND THE CITY OF NATCHITOCHES, LOUISIANA AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL AND TERM SHEET ON BEHALF OF THE CITY OF NATCHITOCHES AND FURTHER AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NEGOTIATE THE FINAL TERMS OF THE EXTENSION TO THE POWER SUPPLY AGREEMENT**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter “City”) operates a municipal electric utility for the purpose of providing electric power to its residential, governmental, commercial and industrial customers; and

**WHEREAS FURTHER**, the City provides generation, transmission, and distribution services within and without the city limits; and

**WHEREAS FURTHER**, the City and Cleco Power, LLC (sometimes hereinafter “Cleco”), previously negotiated and entered into a Power Supply Agreement dated April 1, 2010, which said agreement was approved by Ordinance No. 9 of 2010; and

**WHEREAS FURTHER**, in a desire to provide for more stable utility rates for its customers and to provide for increased certainty in future rates, the City has negotiated a blend and extend contract with Cleco, and as a result of these negotiations, Cleco has prepared and submitted a Proposal and Term Sheet for Extension of the Power Supply Agreement (sometimes hereinafter “Proposal”), which said Proposal has been reviewed and approved by the City Council of the City, and which said Proposal is attached hereto; and

**WHEREAS FURTHER**, the City Council believes that it is in the best interest of the City to agree to the terms set forth in the Proposal, and desires to authorize the Mayor of the City of Natchitoches to execute same on behalf of the City, with the understanding and condition that the final terms of any extension are subject to Council approval; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council in legal session convened, that the said Proposal and Term Sheet for Extension of the Power Supply Agreement between Cleco Power, LLC and the City of Natchitoches dated April 1, 2010, be and the same is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor, Lee Posey, is hereby authorized and empowered to represent the City of Natchitoches and to execute said Proposal on behalf of the City, a copy of which Proposal is hereby attached and made a part of this Ordinance.

**BE IT FURTHER RESOLVED** that the final terms of the final agreement to extend the Power Supply Agreement is subject to Council approval.

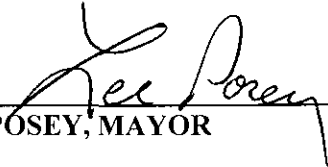
**BE IT FURTHER RESOLVED** that the Mayor, Lee Posey, is hereby authorized and empowered to do all other things necessary or proper in the premises.

**THIS ORDINANCE** was introduced at a regular meeting of the City Council held on the 24<sup>th</sup> day of March, and published in the *Natchitoches Times* on March 29, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES:** Stamey, Payne, Nielsen, Mims, Vallien  
**NAYS:** None  
**ABSENT:** None  
**ABSTAIN:** None

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0  
Nays this 14<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

  
\_\_\_\_\_  
**DON MIMS, MAYOR PRO TEMPORE**

Delivered to the Mayor on the 15<sup>th</sup> day of April, 2014 at 10:00 A.M.

4-15-14

Per Bryan W. mberly pending  
original agreement from  
CLECO.



Cleco Power, LLC

And

City of Natchitoches

Proposal and Term Sheet for Extension of the Power Supply Agreement

Between Cleco Power LLC and the City of Natchitoches

Dated April 1, 2010

January 27, 2014



## Prospective Supplier Information

This proposal is indicative and is not intended to be complete and all-inclusive of the terms, conditions, and price of the potential related transaction. Consummation of any transaction contemplated herein is subject to (i) additional negotiations with City of Natchitoches, (ii) receipt of all necessary regulatory and management approvals, and (iii) execution of definitive agreements containing terms and conditions acceptable to both Cleco Power, LLC and City of Natchitoches. As the information contained herein is proprietary, this is intended to be a confidential proposal.

Cleco was incorporated in 1934, as the Central Louisiana Electric Company, headquartered in Pineville, Louisiana. Currently, Cleco is engaged principally in the generation, transmission, distribution, and sale of electric energy to approximately 276,000 customers in 106 communities in central and southeast Louisiana, as well as serving 7 municipalities, and 1 cooperative, wholesale capacity and energy. Our 14,000 square mile service area includes 63 communities and contiguous rural areas all located in the State of Louisiana. Cleco currently employs approximately 1,300 people. Cleco's common stock is traded on the New York Stock Exchange and is traded under the ticker symbol "CNL".

Cleco Power currently owns and/or operates 2,476 MW's of generating capacity and is currently in the process of purchasing the Coughlin Generating Station, which will add an additional 730 MW of efficient combined cycle capacity. The current generation fleet is listed below:

- Dolet Hills Power Station – 650 MW Lignite Facility (50% Ownership)
- Brame Energy Center
  - Nesbit Unit 1 – 415 MW Natural Gas Facility (100% Ownership)
  - Rodemacher Unit 2 – 535 MW PRB Coal Facility (30% Ownership)
  - Madison Unit 3 – 600 MW Solid Fuel/Renewable Facility (100% Ownership)
- Acadia Power Block 1 – 580 MW Combined-Cycle Natural Gas Facility (100% Ownership)
- Teche Power Station
  - Teche Units 1-3 – 366 MW Natural Gas Facility (100% Ownership)
  - Teche Unit 4 – 35 MW Natural Gas Black-Start/Peaking Facility Completed in 2011 (100% Ownership)

Cleco Power currently owns and operates 71 transmission substations and 222 active distribution substations. Cleco Power's transmission system consists of approximately 67 circuit miles of 500 kilovolt (kV) lines; 464 circuit miles of 230 kV lines; 662 circuit miles of 138 kV lines; and 21 circuit miles of 69 kV lines. Cleco Power's distribution system consists of approximately 3,422 circuit miles of 34.5 kV lines and 7,986 circuit miles of lines at other voltages.

The mailing address for Cleco Power LLC is:

2030 Donahue Ferry Road  
P. O. Box 5000  
Pineville, LA 71361-5000

The Cleco Representative for this proposal is: Richard C. Landry

Office Number (318) 484-7644  
Mobile Number (318) 308-0447  
Email Address [Richard.Landry@cleco.com](mailto:Richard.Landry@cleco.com)

Page 2 of 5



City of Natchitoches





## Term Sheet

Term	June 1, 2014 to May 31, 2018
Type of Service	Firm Delivery of Full Requirements - Capacity (kW) and Energy (kWh).
Point of Delivery	The Points of Delivery (POD) will remain at St. Maurice Substation and Dixie Street Substation.
Demand Charge	The demand charge will be calculated as indicated within the current contract. The demand charges per Kilowatt (kW) month will be \$ 6.85.
Energy Charge	<b>\$.007 per kWh of Energy delivered</b>
Fuel Charge	Cleco's Wholesale Fuel Cost Adjustment (WFCA) is an all-in cost for all fuels and power purchases. This charge would be applied for all kWh's of Energy delivered. Due to the varying nature of fuels and purchased power used in the calculation of the WFCA, the pricing for this portion will vary month-to-month
Facility Credit	Cleco will continue to issue an annual payment for facilities used as indicated in the current contract. In addition to the current contractual facility payment, Cleco will issue an additional one-time payment in the amount of <b>\$600,000</b> for the outlined facilities. Such one-time payment will be made to Natchitoches within five (5) working days of June 1, 2014.  <u>Example Calculation:</u> (Estimated Total Forward Year kWh *\$0.0019)-((Estimated Total Forward Year Total kWh-Actual Total kWh)*\$0.0019) <b>Or:</b> (300,000,000 kWh*\$0.0019)-((300,000,000 kWh-288,417,000)*\$0.0019)= <b>\$547,992.30 per year</b>
Upfront Payment	Provided the terms of this proposal are formally accepted by the City of Natchitoches prior to March 1, 2014, Cleco will pay to Natchitoches an additional one-time, upfront payment, in the amount of the Total Accrued Savings by implementation of the proposed Demand and Energy terms retroactive to November 1, 2013. Such one-time payment will be made to Natchitoches within five (5) working days of June 1, 2014.  <u>Example Calculation:</u> (Total Cleco Monthly Charges Under Current Rates) - (Total Cleco Monthly Charges Under Proposed Rates) = Monthly Accrued Savings <b>Then:</b> November 2013 Monthly Accrued Savings + December 2013 Monthly Accrued Savings + January 2014 Monthly Accrued Savings + February 2014 Monthly Accrued Savings + March 2014 Monthly Accrued Savings + April 2014 Monthly Accrued Savings + May 2014 Monthly Accrued Savings = Total Accrued Savings <b>Or:</b> \$1,938,467.15 - \$1,772,867.15 = \$165,600 <b>Then:</b>

$\$165,600 + \$165,600 + \$165,600 + \$165,600 + \$165,600 + \$165,600 + \$165,600 =$   
 **$\$1,159,200$**

## **Other Terms**

- Transmission Charge** Any Transmission Charges applicable to the delivery of Capacity and Energy to the City of Natchitoches will be billed to Natchitoches by Cleco only in the amount incurred. Cleco will provide record of such for review by the City of Natchitoches upon request.
- Capacity Additions** Cleco may need to add incremental generating capacity from time to time in order to serve some or all of City of Natchitoches' requirements. These anticipated additions would not affect the pricing provided in this proposal.
- Emissions** The pricing in this proposal includes complying with the EPA's proposed Cross-State Air Pollution Rule (CSAPR) and Mercury and Air Toxic Standards (MATS) or similar standards. The recovery of costs associated with environmental laws and regulations imposed and/or effective after the date a contract is signed shall be incrementally and proportionally added to the pricing included in this agreement.
- RTO Integration** Cleco has begun integration into the Midcontinent Independent System Operator ("MISO") Regional Transmission Organization ("RTO"). As a full requirements customer, this transition will not affect Natchitoches. Under this proposal, Natchitoches will avoid being subject to any potential negative financial consequences in meeting the various MISO rules and regulations.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Proposal and Term Sheet for the extension of the Power Supply Agreement between Cleco Power LLC and the City of Natchitoches, dated April 1, 2010, to be signed by their respective duly authorized representatives as of the date first above written.

**CITY OF NATCHITOCHES**

**CLECO POWER LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

**ORDINANCE NUMBER 010 OF 2014**

**AN ORDINANCE APPROVING THE PURCHASE OF TWO TRACTS OF GROUND IN THE AIR INDUSTRIAL PARK FROM STACY PROPERTIES, LLC, FOR THE CONSIDERATION OF TWO HUNDRED FIFTY THOUSAND DOLLARS, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE A CASH SALE DEED FOR THE PURCHASE OF THE TRACTS AND ALL RELATED DOCUMENTS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.**

**WHEREAS**, Stacy Properties, LLC, (sometimes hereinafter "Stacy") is the owner of two certain tracts of land situated in the Air Industrial Park that are more fully described as follows, to-wit:

**TRACT 1:**

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located in Sections 75, 76 and 87, Township 9 North, Range 7 West, situated in the Natchitoches Air Industrial Park, and being more particularly described as follows, to-wit:

Lot 25 of the Natchitoches Air Industrial Park and being more particularly shown on a Survey by Bernard & Thomas Engineering, Inc. Of Baton Rouge, Louisiana, said plat being dated March 13, 1989, and filed of record at Map Slide No. 306-A of the Records of Natchitoches Parish, Louisiana.

Subject to the Restrictive Covenants affecting the property known as Natchitoches Air Industrial Park, dated August 1, 1995, recorded in Conveyance Book 508, page 52 of the Records of Natchitoches Parish, Louisiana.

Being the same property acquired by Stacy Properties, LLC from The Peoples State Bank by deed dated January 12, 2010, and recorded at Conveyance Book 637, page 482, of the records of Natchitoches Parish, Louisiana.

**Tract 2:**

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located on the North side of Louisiana Highway 3110 (By-Pass) in Sections 76 Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, containing 2 acres, more or less, and being more particularly described as Lot 3 on a Certificate of Survey by A. J. Brouillette, Registered Surveyor, dated June 18, 1984, which survey is attached to an instrument filed under Instrument No. 170969 and recorded in Conveyance Book 398, page 561 of the records of Natchitoches Parish, Louisiana, and being shown thereon as follows:

Commence at the Southwest corner of a tract of land acquired by John Randall Lee, et ux, by instrument dated March 26, 1974, recorded in Conveyance Book 316, page 912, which is designated as Point "E" on a survey by E. J. Geiring, III, dated September 2, 1983, recorded at Map Slide 277A of the records of Natchitoches Parish, Louisiana, and run thence Northwesterly along the Northerly right of way of Louisiana Highway 3110

(By-Pass) a distance of 225 feet to Point 34 on the Brouillette Survey of June 18, 1984; thence continue along the North right of way of said highway North 75 degrees 26 minutes West a distance of 86.4 feet to Point 28; thence run North 75 degrees 22 minutes West a distance of 256.1 feet through Point 27 to Point 35; thence run North 69 degrees 40 minutes West a distance of 147.2 feet to Point 36; thence run North 69 degrees 40 minutes West a distance of 125 feet to Point 37, the Point of Beginning of Lot 3; thence run North 69 degrees 40 minutes West along the North right of way of said highway a distance of 30.3 feet to Point 38; thence run North 75 degrees 22 minutes West along the right of way of said highway a distance of 300 feet to Point 21; thence run North 14 degrees 38 minutes East a distance of 250 feet to Point 22; thence run South 75 degrees 22 minutes East a distance of 312.5 feet to Point 23; thence run South 69 degrees 40 minutes East a distance of 42.8 feet to Point 24; thence run South 20 degrees 20 minutes West a distance of 250 feet to Point 37, the point of beginning, containing 2 acres, more or less.

Subject to that avigation servitude contained in that instrument filed under Instrument No. 170969 and recorded in Conveyance Book 398, page 561 of the Records of Natchitoches Parish, Louisiana.

Further subject to that Oil and Gas reservation set forth in that instrument recorded April 5, 2013 at Conveyance Book 673, page 438 of the records of Natchitoches Parish, Louisiana.

Being the same property acquired by Stacy Properties, LLC from Blanchard Family, LLC, by recorded April 5, 2013 at Conveyance Book 673, page 438 of the records of Natchitoches Parish, Louisiana.

**WHEREAS FURTHER**, the City of Natchitoches (sometimes hereinafter "City") has negotiated with Stacy for the purchase of the above described property for the sum and price of \$250,000.00; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed purchase and is of the opinion that the purchase is in the best interest of the City of Natchitoches and its citizens; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and have concluded that it is in the best interest of the **CITY**, its citizens, and the general public to acquire the property; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to purchase the two tracts of land from Stacy for the sum of \$250,000.00; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to purchase of the tract of land and desires to authorize Mayor Lee Posey, to execute a deed and all associated documents; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and have concluded that the acquisition of the tract of land described above would be in the best interest of the City, its citizens, and the general public; and

**NOW THEREFORE BE IT ORDAINED** by the City Council in regular session convened as follows:

I. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute a Cash Sale Deed on behalf of the City, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the City in substantial compliance with the general terms and conditions set forth in this Ordinance in order to acquire the property described as follows, to-wit:

TRACT 1:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located in Sections 75, 76 and 87, Township 9 North, Range 7 West, situated in the Natchitoches Air Industrial Park, and being more particularly described as follows, to-wit:

Lot 25 of the Natchitoches Air Industrial Park and being more particularly shown on a Survey by Bernard & Thomas Engineering, Inc. Of Baton Rouge, Louisiana, said plat being dated March 13, 1989, and filed of record at Map Slide No. 306-A of the Records of Natchitoches Parish, Louisiana.

Subject to the Restrictive Covenants affecting the property known as Natchitoches Air Industrial Park, dated August 1, 1995, recorded in Conveyance Book 508, page 52 of the Records of Natchitoches Parish, Louisiana.

Being the same property acquired by Stacy Properties, LLC from The Peoples State Bank by deed dated January 12, 2010, and recorded at Conveyance Book 637, page 482, of the records of Natchitoches Parish, Louisiana.

Tract 2:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located on the North side of Louisiana Highway 3110 (By-Pass) in Sections 76 Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, containing 2 acres, more or less, and being more particularly described as Lot 3 on a Certificate of Survey by A. J. Brouillette, Registered Surveyor, dated June 18, 1984, which survey is attached to an instrument filed under Instrument No. 170969 and recorded in Conveyance Book 398, page 561 of the records of Natchitoches Parish, Louisiana, and being shown thereon as follows:

Commence at the Southwest corner of a tract of land acquired by John Randall Lee, et ux, by instrument dated March 26, 1974, recorded in Conveyance Book 316, page 912, which is designated as Point "E" on a survey by E. J. Geiring, III, dated September 2, 1983, recorded at Map Slide 277A of the records of Natchitoches Parish, Louisiana, and run thence Northwesterly along the Northerly right of way of Louisiana Highway 3110 (By-Pass) a distance of 225 feet to Point 34 on the Brouillette Survey of June 18, 1984; thence continue along the North right of way of said highway North 75 degrees 26 minutes West a distance of 86.4 feet to Point 28; thence run North 75 degrees 22 minutes West a distance of 256.1 feet through Point 27 to Point 35; thence run North 69 degrees 40 minutes West a distance of 147.2 feet to Point 36; thence run North 69 degrees 40 minutes West a distance of 125 feet to Point 37, the Point of Beginning of Lot 3; thence run North 69 degrees 40 minutes West along the North right of way of said highway a distance of 30.3 feet to Point 38; thence run North 75 degrees 22 minutes West along the right of way of said highway a distance of 300 feet to

Point 21; thence run North 14 degrees 38 minutes East a distance of 250 feet to Point 22; thence run South 75 degrees 22 minutes East a distance of 312.5 feet to Point 23; thence run South 69 degrees 40 minutes East a distance of 42.8 feet to Point 24; thence run South 20 degrees 20 minutes West a distance of 250 feet to Point 37, the point of beginning, containing 2 acres, more or less.

Subject to that avigation servitude contained in that instrument filed under Instrument No. 170969 and recorded in Conveyance Book 398, page 561 of the Records of Natchitoches Parish, Louisiana.

Further subject to that Oil and Gas reservation set forth in that instrument recorded April 5, 2013 at Conveyance Book 673, page 438 of the records of Natchitoches Parish, Louisiana.

Being the same property acquired by Stacy Properties, LLC from Blanchard Family, LLC, by recorded April 5, 2013 at Conveyance Book 673, page 438 of the records of Natchitoches Parish, Louisiana.

**II.** That the Mayor be and he is hereby authorized to have all of the necessary legal documents and instruments prepared at once and that this transaction be closed as soon as this Ordinance is final.

**III.** That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

**IV.** That this Ordinance shall go into effect immediately after publication according to law.

**V.** That all Ordinances in conflict herewith are hereby repealed.

**VI.** That this Ordinance be advertised in accordance with law.

**VII.** That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 24<sup>th</sup> day of March, 2014, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 14<sup>th</sup> day of April 2014.

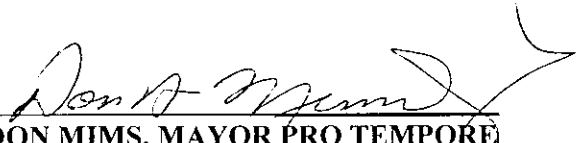
**THIS ORDINANCE** was introduced at a regular meeting of the City Council held on March 24, 2014 and published in the *Natchitoches Times* on March 29, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Stamey, Payne, Nielsen, Mims, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0  
Nays this 14<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

  
\_\_\_\_\_  
**DON MIMS, MAYOR PRO TEMPORE**

Delivered to the Mayor on the 15<sup>th</sup> day of April, 2014 at 10:00 A.M.



CERTIFICATION ON BACK

CASH SALE DEED

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

**BE IT KNOWN**, That this day before me, the undersigned Notary Public, in and for said Parish, duly commissioned and sworn, came and appeared:

**Stacy Properties, LLC**, a Louisiana limited liability company, domiciled in Natchitoches Parish, with mailing address of 2738 Highway 494, Natchitoches, Louisiana 71457, represented herein by its Member, James Russell Stacy, pursuant of Articles of Organization recorded in Charter Book 29, Folio 872 of the Records of Natchitoches Parish, Louisiana

who declared that it does by these presents, **GRANT, BARGAIN, SELL, SET OVER, TRANSFER, CONVEY AND DELIVER**, with all legal warranties and full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, together with all rights of prescription, whether acquisitive or liberative, unto:

**CITY OF NATCHITOCHES, LOUISIANA**, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Mayor Lee Posey, duly authorized to act herein pursuant to Ordinance No. 010 of 2014, a copy of which is attached hereto

the following described property, to-wit:

TRACT 1:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located in Sections 75, 76 and 87, Township 9 North, Range 7 West, situated in the Natchitoches Air Industrial Park, and being more particularly described as follows, to-wit:

Lot 25 of the Natchitoches Air Industrial Park and being more particularly shown on a Survey by Bernard & Thomas Engineering, Inc. Of Baton Rouge, Louisiana, said plat being dated March 13, 1989, and filed of record at Map Slide No. 306-A of the Records of Natchitoches Parish, Louisiana.

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Tract 2:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located on the North side of Louisiana Highway 3110 (By-Pass) in Sections 76 Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, containing 2 acres, more or less, and being more particularly described as Lot 3 on a Certificate of Survey by A. J. Brouillette, Registered Surveyor, dated June 18, 1984, which survey is attached to an instrument filed under Instrument No. 170969 and recorded in Conveyance Book 398, page 561 of the records of Natchitoches Parish, Louisiana, and being shown thereon as follows:

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Further subject to that Oil and Gas reservation set forth in that instrument recorded April 5, 2013 at Conveyance Book 673, page 438 of the records of Natchitoches Parish, Louisiana.

Being the same property acquired by Stacy Properties, LLC from Blanchard Family, LLC, by recorded April 5, 2013 at Conveyance Book 673, page 438 of the records of Natchitoches Parish, Louisiana.

**TO HAVE AND TO HOLD** said described property unto said purchaser, its heirs, successors and assigns, forever.

This sale is made for the consideration of **Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars**, cash in hand paid, the receipt of which is hereby acknowledged.

The certificate of mortgage is hereby waived by the parties. Taxes are prorated as of the date of this sale.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operations, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, or upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interest.

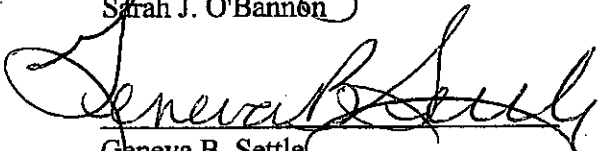
Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vice and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any right Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

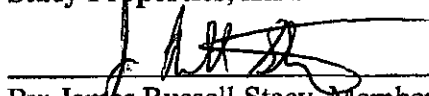
**DONE AND PASSED** at my office in said Parish of Natchitoches, Louisiana, in the presence of Sarah J. O'Bannon and Geneva B. Settle, competent witnesses, on this the 23 day of April, 2014.

ATTEST:

  
Sarah J. O'Bannon

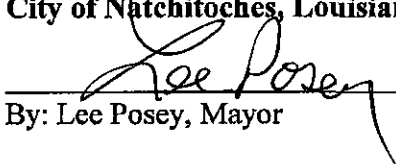
  
Geneva B. Settle

Stacy Properties, LLC

  
By: James Russell Stacy, Member

TIN#: xx-xxxx4639

City of Natchitoches, Louisiana

  
By: Lee Posey, Mayor

  
**DANIEL T. MURCHISON, JR.**

616 Front Street

Natchitoches, Louisiana 71457

Bar Roll No. 20307

LA License No. 2381



A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 14143	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. **Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Buyer:  City of Natchitoches 700 Second Street Natchitoches, Louisiana 71457	E. Name and Address of Seller:  Stacy Properties, LLC 2738 Highway 494 Natchitoches, Louisiana 71457	F. Name and Address of Lender:
G. Property Location: 2 tracts in the City of Natchitoches, LA Natchitoches County, Louisiana	H. Settlement Agent: Daniel T. Murchison, Jr. 616 Front Street Natchitoches, Louisiana 71457 Ph. (318)352-2302 Place of Settlement: 616 Front Street Natchitoches, Louisiana 71457	I. Settlement Date:  April 29, 2014

J. Summary of Buyer's transaction	
100. Gross Amount Due from Buyer:	
101. Contract sales price	250,000.00
102. Personal property	
103. Settlement Charges to Buyer (Line 1400)	
104.	
105.	
Adjustments for items paid by Seller in advance	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Buyer	250,000.00
200. Amounts Paid by or in Behalf of Buyer	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by Seller	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Buyer	
300. Cash at Settlement from/to Buyer	
301. Gross amount due from Buyer (line 120)	250,000.00
302. Less amount paid by/for Buyer (line 220)	( )
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Buyer	250,000.00

K. Summary of Seller's transaction	
400. Gross Amount Due to Seller:	
401. Contract sales price	250,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by Seller in advance	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	250,000.00
500. Reductions in Amount Due Seller:	
501. Excess deposit (see instructions)	
502. Settlement charges to Seller (Line 1400)	50.00
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage	
505. Payoff Second Mortgage	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by Seller	
510. City/Town Taxes to	
511. County Taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	50.00
600. Cash at settlement to/from Seller	
601. Gross amount due to Seller (line 420)	250,000.00
602. Less reductions due Seller (line 520)	( 50.00 )
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	249,950.00

\* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer City of Natchitoches  
BY: Lee Posey, Mayor

Seller Stacy Properties, LLC  
BY: James Russell Stacy, Member

<b>L. Settlement Charges</b>									
<b>700. Total Real Estate Broker Fees</b>							Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement	
Division of commission (line 700) as follows:									
701. \$ to									
702. \$ to									
703. Commission paid at settlement									
704.									
705.									
<b>800. Items Payable in Connection with Loan</b>									
801. Our origination charge \$ (from GFE #1)									
802. Your credit or charge (points) for the specific interest rate chosen \$ (from GFE #2)									
803. Your adjusted origination charges (from GFE #A)							0.00		
804. Appraisal fee to (from GFE #3)									
805. Credit Report to (from GFE #3)									
806. Tax service to (from GFE #3)									
807. Flood certification to (from GFE #3)									
808. (from GFE #3)									
809. (from GFE #3)									
810. (from GFE #3)									
811. (from GFE #3)									
<b>900. Items Required by Lender to Be Paid in Advance</b>									
901. Daily interest charges from to @ \$/day (from GFE #10)									
902. MIP Tot Ins. for Life of Loan months to (from GFE #3)									
903. Homeowner's insurance for years to (from GFE #11)									
904. (from GFE #11)									
905. (from GFE #11)									
<b>1000. Reserves Deposited with Lender</b>									
1001. Initial deposit for your escrow account (from GFE #9)									
1002. Homeowner's insurance months @ \$ per month \$									
1003. Mortgage insurance months @ \$ per month \$									
1004. Property taxes \$									
1005. \$									
1006. months @ \$ per month \$									
1007. months @ \$ per month \$									
1008. \$									
1009. Aggregate adjustment \$									
<b>1100. Title Charges</b>									
1101. Title services and lender's title insurance (from GFE #4)									
1102. Settlement or closing fee \$									
1103. Owner's title insurance to Fidelity National Title Ins (from GFE #5)									
1104. Lender's title insurance to Fidelity National Title Ins \$									
1105. Lender's title policy limit \$									
1106. Owner's title policy limit \$									
1107. Agent's portion of the total title insurance premium \$									
1108. Underwriter's portion of the total title insurance premium to Fidelity National Title Ins \$									
1109. Closing Protection Letter Fidelity National Ins. \$									
1110. Attorney Fee \$									
1111. Title Exam \$									
1112. Notary Fee \$									
1113. \$									
<b>1200. Government Recording and Transfer Charges</b>									
1201. Government recording charges to Recorder's Office (from GFE #7) P.O.C.\$75.00(B)*									
1202. Deed \$ 75.00 Mortgage \$ Releases \$ Other \$									
1203. Transfer taxes (from GFE #8)									
1204. City/County tax/stamps \$ \$									
1205. State tax/stamps \$ \$									
1206.									
1207. Recording to Murchison and Murchison, LLC								50.00	
<b>1300. Additional Settlement Charges</b>									
1301. Required services that you can shop for (from GFE #6)									
1302. Pest Inspection \$									
1303. \$									
1304. \$									
1305. \$									
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>								50.00	

\* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)  
By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

Daniel T. Murchison, Jr., Settlement Agent

Mayor Posey stated he had received some comments in reference to this agreement. In addition to the land (6 acres) we will also be purchasing a 50 square foot building included as well adjacent to the detention. In conjunction with the Sheriff's Department and Parish Government we hope we are hoping to make this a positive thing for our community. Michaela Sampite approached the podium and asked where the piece of land was actually located. A description of the property was provided to Ms. Sampite. Mayor Posey stated the security of the location will make it a lot harder for people to just drop off unwanted animals at the shelter. Mr. Nielsen stated how excited he is that we even have this opportunity for a new shelter. My only concern is if we move forward with the project, how would we eradicate the Parvo from the existing site? Mayor Posey stated Angela Lodridge has been looking into this and in the new facility there will be concrete to where it cannot get into the ground and the animals will not share space. We plan to make sure this is done correctly so we do not have this problem in the future.

The following Ordinance was introduced by Mr. Payne at the Natchitoches City Council meeting held on April 14, 2014 as follows:

**ORDINANCE NO. 011 OF 2014**

**AN ORDINANCE ADOPTING THE  
MILLAGE RATE FOR THE TAX YEAR 2014**

**BE IT ORDAINED**, that the following millage(s) are hereby levied on the 2014 tax roll on all property subject to taxation by the City of Natchitoches:

**MILLAGE**

<b>Public Safety Tax</b>	<b>10.0 mills</b>
<b>General Alimony Tax</b>	<b><u>7.03</u> mills</b>
<b>TOTAL MILLAGE</b>	<b>17.03 mills</b>

**BE IT FURTHER ORDAINED** that the proper administrative officials of the Parish of Natchitoches, Louisiana, State of Louisiana, be and they are hereby empowered, authorized and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the Year 2014, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

**BE IT FURTHER ORDAINED**, that cognizance is taken by the City Council that this Ordinance was introduced on the 14<sup>th</sup> day of April, 2014.



*City of Natchitoches*  
Oldest Settlement in the Louisiana Purchase

OFFICE OF THE MAYOR

Lee Posey

ORDINANCE NO. 011 OF 2014

**AN ORDINANCE ADOPTING THE  
MILLAGE RATE FOR THE TAX YEAR 2014**

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<b>TOTAL MILLAGE</b>	<b>17.03 mills</b>

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**BE IT FURTHER ORDAINED**, that cognizance is taken by the City Council that this Ordinance was introduced on the 14<sup>th</sup> day of April, 2014 and published in the *Natchitoches Times* on April 19, 2014.

**BE IT FURTHER ORDAINED** that the foregoing Ordinance was read in full, the roll was called on the adoption thereof, and the Ordinance was adopted by the following votes.

**YEAS:**

**NAYS:**

**ABSTAINED:**

**ABSENT:**

**CERTIFICATE**

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the Natchitoches City Council meeting held on April 28, 2014, at which meeting a quorum was present and voting.

Natchitoches, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Mayor Lee Posey**



The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on April 14, 2014 as follows:

**ORDINANCE NUMBER 012 OF 2014**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 017 OF 2013, WHICH AUTHORIZED THE DESIGNATION OF AN AREA WITHIN SAMPITE' PARK (FORMERLY KNOWN AS DIXIE YOUTH BALL PARK) FOR USE BY THE NATCHITOCHES POLICE DEPARTMENT IN ORDER TO PROVIDE ON SITE SECURITY FOR SAMPITE' PARK AND FURTHER SETTING FORTH THE DUTIES OF THAT PERSON OR PERSONS DESIGNATED BY THE CHIEF OF POLICE TO PROVIDE ON SITE SECURITY AT SAMPITE' PARK, IN ORDER TO CHANGE THE LOCATION OF THE DESIGNATED AREA, TO PROVIDE FOR ADVERTISING, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Natchitoches has control and use of Sampite' Park (sometimes hereinafter "Park") through fee simple title and various long term leases; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches recognizes the positive impact of locating a police presence at the Park and desires to provide for an on site security guard at the Park; and

**WHEREAS FURTHER**, the City of Natchitoches has the authority to promulgate regulations to provide for police protection at the Park and further has the authority to provide police protection at the Park pursuant to its general police powers; and

**WHEREAS FURTHER**, by Ordinance Number 017 of 2013, the City Council of the City of Natchitoches approved a site West of Dalme Drive, South of the drainage ditch, East of the tennis courts and North of Cracker Brown Field as the preferred site to locate the police presence; and

**WHEREAS FURTHER**, upon recommendation of the Chief of Police, the City Council desires to relocated the approved location, and the City Council desires to make the property shown on the aerial photograph available to the Police Department of the City of Natchitoches for the location and placement of a mobile home of a member of the City of Natchitoches Police Department; and

**WHEREAS FURTHER**, the duties set forth for the person designated by the Chief of Police as the person to provide security at Sampite' Park shall not change, and that person shall, in addition to regular duties, be assigned the following duties:

- 1) Continued presence of on-site security at Sampite' Park.
- 2) Make rounds and check all facilities located at Sampite' Park.
- 3) Monitor vehicles and persons entering Sampite' Park.
- 4) Monitor activity at ball fields; participants and spectators alike.
- 5) Report any damages or lights that are out to The Parks and Recreation Director, Kendrick Llorens.
- 6) Maintain the property shown in red on the aerial photograph
- 7) Have responsibility for utility service to site.

**WHEREAS FURTHER**, the City Council remains of the opinion that an on site security guard will enhance the security at Sampite' Park which will promote the safety and security of the persons that utilize Sampite' Park, and will further help safeguard the facilities from damage; and

**NOW THEREFORE, BE IT ORDAINED** by the City Council in legal session convened as follows:

(1) That Ordinance Number 017 of 2013 be amended to provide that the area within Sampite' Park that is designated for use by the Natchitoches Police Department, shall be that area to the East of the northernmost parking lot, as is more fully shown in red on the attached aerial photograph.

(2) That the City Council desires to make the property described above available to the Police Department of the City of Natchitoches, for location and placement of mobile home that will be occupied by a member of the City of Natchitoches Police Department, as designated by the Chief of Police.

(3) That the officer, as designated by the Chief of Police, shall, in addition to regular duties, be assigned the following duties:

- 1) Continued presence of on-site security at Sampite' Park.
- 2) Make rounds and check all facilities located at Sampite' Park.
- 3) Monitor vehicles and persons entering Sampite' Park.
- 4) Monitor activity at ball fields; participants and spectators alike.
- 5) Report any damages or lights that are out to The Parks and Recreation Director, Kendrick Llorens.
- 6) Maintain the property shown in red on the aerial photograph
- 7) Have responsibility for utility service to site.

(4) That the City Council takes cognizance of the fact that the property described above is not currently being utilized for recreational purposes at Sampite Park, but should the City determine in the future that the property is needed for recreational purposes, then the Chief of Police shall release the above described property with reasonable notice to the officer assigned to this duty.

(5) That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

(6) If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

(7) This Ordinance shall go into effect upon publication and in accordance with law.



## ST. MARY'S CATHOLIC SCHOOL

1101 East Fifth Street, Natchitoches, LA 71457 (318) 352-8394 [www.smtigers.org](http://www.smtigers.org)



April 8, 2014

Mayor Lee Posey  
City of Natchitoches  
PO Box 37  
Natchitoches, LA 71458-0037

RE: Placement of mobile home and security guard in Sampite Park

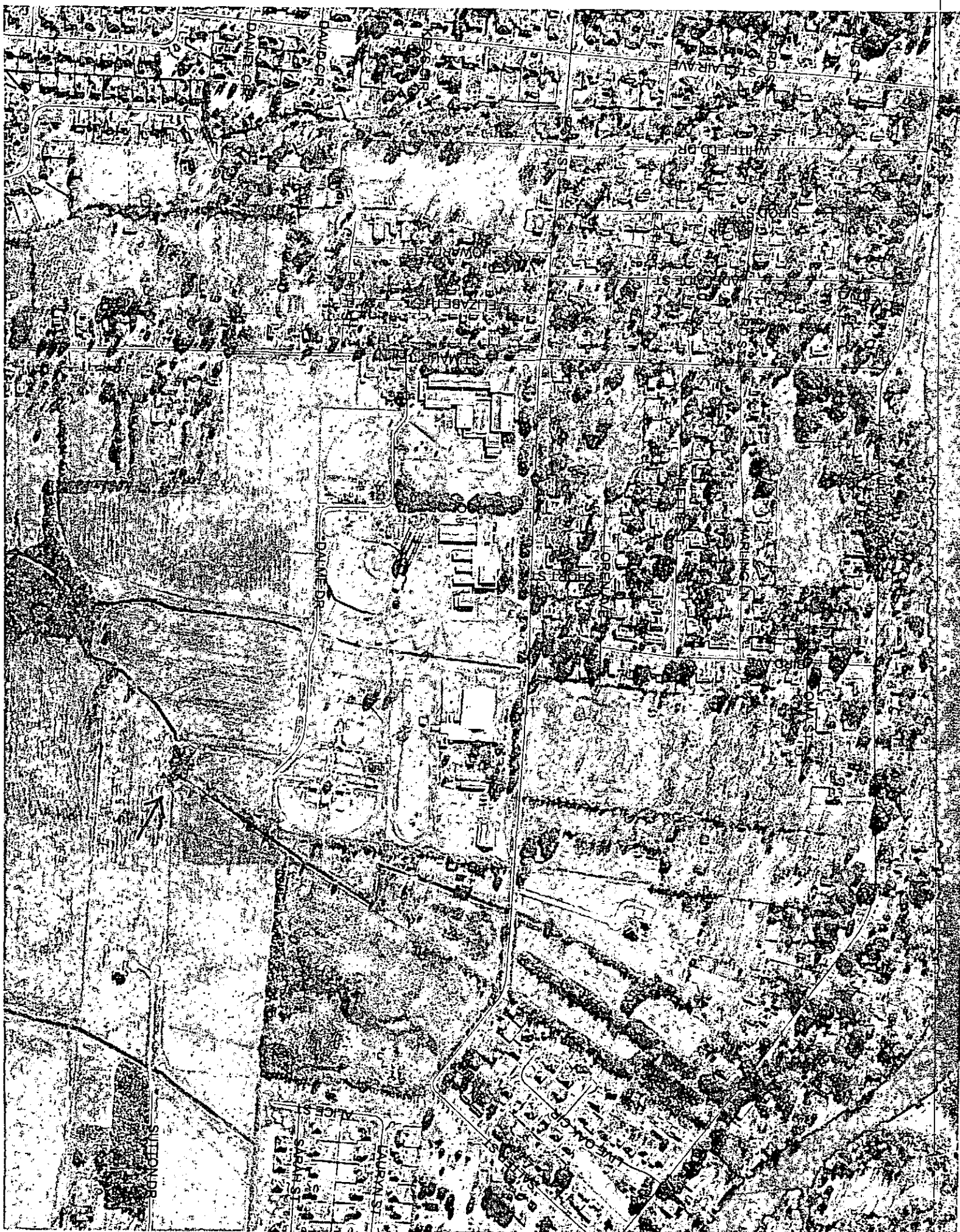
Dear Mayor Posey:

Thank you for your generous offer to provide for continuous, long-term security at Sampite Park. Both the Church and the School are happy to oblige by providing a full easement of land that the Minor Basilica leases to the city.

As per the proposal received, the City (lessee) agrees and is obligated to hold both the Church (lessor) and the School free and harmless from all claims and liability for damages (C.f. Proposal, Item E) and further agrees that the City of Natchitoches has sole responsibility for the operation and maintenance of the complex (ibid, Item F). Therefore, as stipulated, any and all costs associated with the officer and the accompanying housing will be the responsibility of the City.

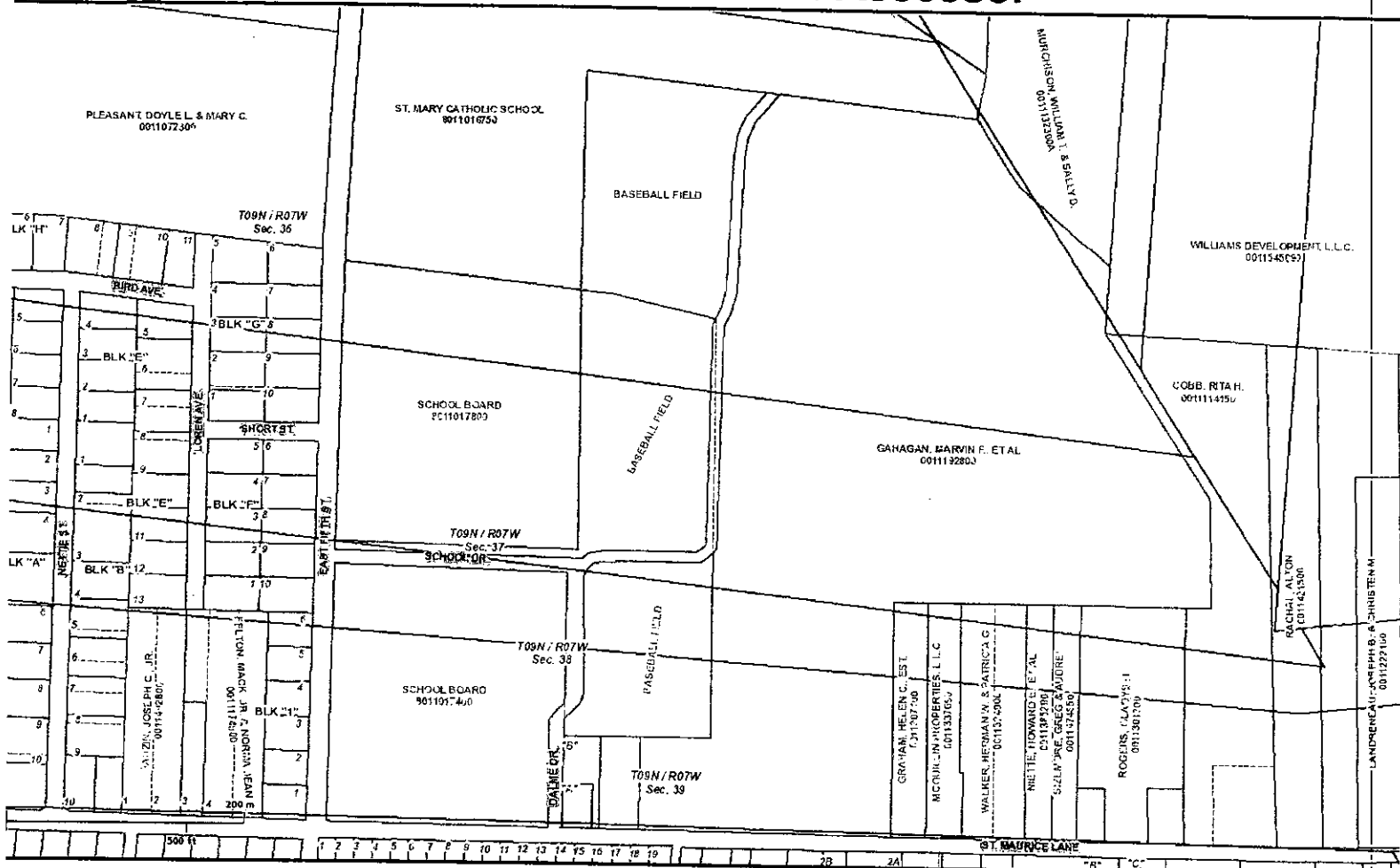
Again, we are appreciative of this generous and prudent arrangement and express the thanks of both Fr. Ryan Humphries, Rector of the Minor Basilica (Executor and Secretary of the Corporation) and Mrs. Jacque Horton, Principal of the School.

The Very Rev. Ryan Humphries, VF





# Natchitoches Parish Assessor



**DISCLAIMER:** Every reasonable effort has been made to assure the accuracy of the data presented. The Assessor of Natchitoches Parish makes no warranties, express or implied, regarding the completeness, reliability or suitability of the site data and assumes no liability associated with the use or misuse of said data. The Assessor retains the right to make changes and update data on this site at anytime, without notice. The parcel data on the base map is used to locate, identify and inventory parcels of land in Natchitoches Parish for assessment purposes only and is not to be used or interpreted as a legal survey or legal document. Additional data layers not originating in the Assessor's Offices are also presented for informational purposes only. Before proceeding in any legal matter, all data should be verified by contacting the appropriate county or municipal office.

Mayor Posey stated when he was on the Dixie Youth Board it was always important to have police presence in the park. He stated the City has made many improvements to the park, but there has been some vandalism and unauthorized dumping in the park. The police trailer will be on the property of the park and that person will oversee the security of the park.

The following Ordinance was introduced by Mr. Vallien at the Natchitoches City Council meeting held on April 14, 2014 as follows:

**ORDINANCE NO. 013 OF 2014**

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT AND CONTRACT WITH THE NORTHWEST LOUISIANA ATHLETIC LEAGUE, APPROVING FORM OF CONTRACT, TERM, CONSIDERATION, ETC., AND AUTHORIZING MAYOR TO EXECUTE CONTRACT IN DUE COURSE.**

**WHEREAS**, the City Council is of the opinion that wholesome sports and recreation activities for youth are beneficial to the health, welfare, and safety of the citizens of the City of Natchitoches; and

**WHEREAS FURTHER**, the City of Natchitoches (sometimes hereinafter "City") is interested in promoting recreation of young people through wholesome sports activities, and is particularly desirous of cooperating with the private sector in organizing and running recreation activities for the youth of our city and area; and

**WHEREAS FURTHER**, the Northwest Louisiana Athletic League (sometimes hereinafter "Northwest") is a not-for-profit association sponsored in chief by private sector funds, which is the owner of certain facilities which are available for providing recreation opportunities for the youth of our City, said facilities being located on property more fully described as follows, to-wit:

A certain lot or parcel of ground, with all building and improvements thereon, situated and located in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, containing 4.74 acres, more or less, and described as Lot 1 on a plat of survey by A. J. Brouillette, Registered Surveyor, dated July 3, 1979, recorded at Conveyance No. 156394, Map Slide 224B of the Records of Natchitoches Parish, Louisiana.

Said tract bounded on the West by Martin Luther King, Jr., on the North by Lafayette Street, on the East by Railroad right of way and on the South by property of the Natchitoches Parish Police Jury.

; and

**WHEREAS FURTHER**, Northwest desires that the facilities be used by the public for recreation activities and the City has the ability and desires to provide recreation activities at the facilities; and

**WHEREAS FURTHER**, Northwest has offered the use of the facilities to the City and in exchange, the City will provide maintenance and will maintain keep in place liability insurance coverage; and

**WHEREAS FURTHER**, the Parties have negotiated a Lease Agreement and Contract which the City Council has reviewed and approved; and

**WHEREAS FURTHER**, the Lease has a term of one year with ten one year automatic extensions; and



**NOW THEREFORE BE IT ORDAINED** that the City Council does hereby authorize and empower the Mayor, Lee Posey, to represent the City in executing a Lease Agreement and Contract with the said Northwest Louisiana Athletic League, under the express terms and conditions of the said Lease Agreement and Contract, a copy of which is attached hereto and made a part hereof.

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHES**

**LEASE AGREEMENT**

**BE IT KNOWN**, that on the dates and at the places indicated below, before the undersigned witnesses and Notaries Public, personally came and appeared:

**Northwest Louisiana Athletic League**, a Louisiana not for profit corporation, domiciled in the Parish of Natchitoches, with mailing address of 214 High Street, Natchitoches, Louisiana 71457, represented herein by Claire Prymus and Marcus D. Jones, its sole directors  
(hereinafter called "LESSOR")

**AND**

**CITY OF NATCHITOCHES, LOUISIANA**, a municipal corporation, represented herein by Mayor Lee Posey, pursuant to Ordinance Number 013 of 2014, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458  
(hereinafter called "LESSEE")

**WHEREAS**, the Lessee provides various recreational opportunities to the youth of the City of Natchitoches through its Recreation Department and relationships with various private agencies such as the Lessor; and

**WHEREAS FURTHER**, the Lessor is the owner of a recreational complex located on the eastern right of way of Martin Luther King, Jr. Street, which includes two baseball fields and associated facilities and structures (sometimes hereinafter referred to as "Facilities"; and

**WHEREAS FURTHER**, Lessee is not currently able to provide any structured recreational opportunities at the Facility and has offered the use of the facilities to the Lessor in order to provide recreational opportunities to the youth of the City of Natchitoches; and

**WHEREAS FURTHER**, the City is of the opinion that providing recreational opportunities to the youth of the City of Natchitoches is important to their mental and physical well being, and desires to provide recreational opportunities to the youth of the City of Natchitoches at the Facility; and

**WHEREAS FURTHER**, the Lessee desires to make the Facility available to the Lessee and the youth of the City of Natchitoches under the following terms and conditions.

**THE PARTIES DO HEREBY DECLARE AS FOLLOWS:**

**I.**

Lessor does hereby lease, rent, and let unto the Lessee, the following described property,

to-wit:

A certain lot or parcel of ground, with all building and improvements thereon, situated and located in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, containing 4.74 acres, more or less, and described as Lot 1 on a plat of survey by A. J. Brouillette, Registered Surveyor, dated July 3, 1979, recorded at Conveyance No. 156394, Map Slide 224B of the Records of Natchitoches Parish, Louisiana.

Said tract bounded on the West by Martin Luther King, Jr., on the North by Lafayette Street, on the East by Railroad right of way and on the South by property of the Natchitoches Parish Police Jury.

**II.**

**2.1** The term of this lease is for a period of one year, commencing on the 1<sup>st</sup> day of May, 2014, and continuing until the 30th day of April, 2015. The lease shall automatically renew for ten additional one year terms.

**2.2** The cash consideration for this lease shall be \$1.00, receipt of which is acknowledged. Additional consideration shall include the agreement of the Lessee to 1) carry insurance on the leased premises, 2) assumption of all liability by the Lessee, and 3) maintenance of the leased premises by the Lessee, all as more fully set forth hereinafter.

**III.**

**3.1** It is understood that the Lessor desires that the Facility be used to provide recreational opportunities to the citizens of the City of Natchitoches, and the Lessee shall use of the facilities to provide such recreational opportunities. Lessee agrees not to carry on any activities on the property which is unlawful or in violation of any zoning ordinance, or any other laws, nor for any purpose that tends to injure or depreciate the property or create a nuisance.

**3.2** The Lessee agrees to keep the premises in good condition during the term of the lease at its expense and to return them to Lessor in the same condition at the termination of the lease.

**3.3** The Lessee will also have the primary responsibility to repair and maintain the

premises, including mowing, weed-eating, picking up debris, and maintaining and repairing the building and other structures located at the Facility.

#### **IV.**

**4.1** The Lessee will be responsible for general liability coverage on the premises, at its expense, and agrees to provide evidence of said coverage to the Lessor.

**4.2** The Lessee agrees to assume all liability for any damage or injuries that may occur as a result of the Lessee's use of the leased premises under the terms of this lease, and specifically agrees to hold harmless and defend the Lessor from any claim that may arise for property damages or personal injuries that may occur as a result of the Lessee's use of the leased premises under the terms of this lease.

**4.3** The Lessee will return the leased premises to the Lessor in the same or better condition as the leased premises were in at the start of the lease.

#### **V.**

**5.1** The Lessor shall not be liable to the Lessee, or to Lessee's employees, invitees, visitors, or other persons on the premises with or without the permission of the Lessee for any damage to person or property caused by an act, omission or neglect of Lessee or any person acting under their direction, either express or implied, and Lessee agrees to hold the Lessor and their insurance carrier harmless from all claims for any such damage, whether the injury or damage occurs on or off the leased premises.

**5.2** The Lessee hereby assumes responsibility for the condition of the leased premises and the Lessor shall not be liable for injury caused by any defect to the Lessee or anyone on the premises who derives his right to be thereon from the Lessee, or either of them, unless the Lessor knew of or should have known of the defect or had received notice thereof and failed to remedy it within a reasonable time.

#### **VI.**

**6.1** During the initial term or any extension, either party may terminate this lease with thirty days notice in writing to the other party. Such notice may be made to the municipal addresses set forth above.

6.2 This lease shall inure to the benefit of the heirs, successors, and assigns of the LESSOR and the LESSEE.

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on this \_\_\_\_ day of April, 2014, at Natchitoches, Louisiana.

WITNESSES:

NORTHWEST LOUISIANA  
ATHLETIC LEAGUE

\_\_\_\_\_

By: Marcus D. Jones, director

\_\_\_\_\_

By: Claire Prymus, director

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on this \_\_\_\_\_ day of April, 2014, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES

\_\_\_\_\_

by: Mayor Lee Posey

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

Mayor Posey thanked Mr. Vallien for his help in this matter. These are the parks across from the MLK Center and the corner of 6<sup>th</sup> Street and Trudeau that have not been put to use in our community. The City plans to clean up and maintain the parks in order to put the facility to use to implement some programs in the community.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on April 14, 2014 as follows:

**ORDINANCE NUMBER 014 OF 2014**

**AN ORDINANCE TO AMEND CHAPTER 25 OF THE CODE OF ORDINANCES, ENTITLED PLUMBING, IN ORDER TO ADOPT ARTICLE VI WHICH WILL PROVIDE FOR THE IMPLEMENTATION OF A PROGRAM TO PROVIDE FOR THE INSTALLATION AND FOR THE REGULATION OF BACKFLOW AND CROSS CONNECTIONS WITHIN THE WATER SUPPLY SYSTEM, SPECIFICALLY ADOPTING SECTIONS 25-100 THROUGH 25-118, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, the City of Natchitoches desires to protect the public water supply system from contamination; and

**WHEREAS FURTHER**, the Louisiana Department of Health and Hospitals has made certain recommendations for the adoption of guidelines and regulations regarding cross connection control; and

**WHEREAS FURTHER**, Chapter 25 of the Code of Ordinances of the City of Natchitoches is entitled "Plumbing" and the City Council of the City of Natchitoches desires to amend this Chapter to include an article that will provide for the installation and regulation of backflow and cross connections; and

**WHEREAS FURTHER**, the Director of the Utility Department has recommended the adoption of the new Article; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches, Louisiana, desires to amend and reenact Chapter 25 of the Code of Ordinances of the City of Natchitoches, Louisiana, to add Article VI which will provide for the regulation of backflow and cross connections, all as approved by the Director of Utilities of the City of Natchitoches; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, as follows:

**SECTION 1.** Article VI of the Code of Ordinance of the City of Natchitoches is hereby adopted to read as follows:

"Article VI. Backflow and Cross Connections

**Section 25-100. Purpose.**

The purpose of this article is:

- (1) To adopt legislation to protect the public water supply system from contamination.
- (2) To adopt legislation to promote the elimination, contamination, isolation, or control of cross connection between the public water supply system and the nonpotable water systems, plumbing fixtures and industrial process systems or other systems which introduce or may introduce contaminants into the public water system or the consumer's water system.
- (3) To adopt legislation which requires maintenance of a continuing program of cross connection control which will prevent the contamination of the public water system.

**Section 25-101. Application.**

This article shall apply to all consumers' water systems, both commercial and residential. The City may also require cross connection control devices at the service connection of other public water systems served by the City.

**Section 25-102. Intent.**

It is the intent of the City to recognize the varying degrees of hazard and to apply the principle that the degree of protection shall be commensurate with the degree of hazard.

If, in the judgment of the City or its authorized representative, cross connection protection is required through either piping modification or installation of an approved backflow prevention device, due notice shall be given to the consumer. The consumer shall, in accordance with this article, comply by providing the required protection at their own expense. Failure or refusal or inability on the part of the consumer to provide such protection shall constitute grounds for the discontinuation of water service to the premises by the City until such protection has been provided by the consumer and approved by the City.

**Section 25-103. Duty to implement.**

The City of Natchitoches Utility Department shall be charged with implementing the terms of this article.

**Section 25-104. Definitions.**

The following definitions shall apply in the interpretation and enforcement of this article:

*Air gap (AG).* The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the overflow level rim of the receptacle, and said distance shall



be at least double the diameter of the supply pipe measured vertically above the flood level rim of the vessel, but in no case less than one (1) inch.

*Atmospheric vacuum breaker (AVB).* A device which prevents back-siphonage by creating an atmospheric vent when there is either a negative pressure or sub-atmospheric pressure in a water system.

*Auxiliary water supply.* Any water supply on or available to a premises other than the City of Natchitoches public water supply will be considered as an auxiliary water supply. These auxiliary water supplies may include water from any natural source such as a well, spring, river, stream or body of water or any water or other substance of unknown or questionable quality that may present a health or system hazard to the potable public water supply. No physical connection shall be permitted between a public water supply system and an auxiliary water supply system.

*Backflow.* The undesirable reversal of the flow of water or mixture of water and other liquids, gases, or other substances into the distribution pipes of a potable supply of water from any source or sources, other than its intended source.

*Backflow prevention device.* Any device, method, or type of construction intended to prevent backflow into the public water supply system.

*City.* The City of Natchitoches or the City Council of Natchitoches.

*Construction water.* Water required for construction activities and obtained from a fire hydrant.

*Consumer.* Any individual, firm, partnership, corporation, or agency or their authorized agent receiving water from the City.

*Contamination.* An introduction of any sewage, process fluids, chemicals, waste or any other objectionable substances into the public water supply. Contamination may be a threat to life or health, or may cause an aesthetic deterioration, color, taste or odor.

*Cross connection.* Any physical connection or arrangement between two (2) otherwise separate piping systems; one (1) of which contains potable water of the public water supply system; and the second, containing water of unknown or questionable safety, or steam, gases, chemicals, or substances whereby there may be backflow from the second system to the public water supply system.

*Cross connection protection.* The degree of protection which exists against cross connections existing between the public water supplies and private plumbing systems.

*Degree of hazard.* An evaluation of the potential risk to public health and the adverse effect of the hazard upon anyone using the water.

*Double check detector assembly (DCDA or DDCVA).* An assembly composed of a line size approved double check valve assembly with a bypass containing a specific water meter and an approved double check valve assembly.

*Double check valve assembly (DCVA).* A backflow prevention device consisting of two (2) independently acting, internally loaded check valves, four (4) properly located test plugs and two (2) isolation valves. (Backflow prevention assembly used for low degree of hazard).

*Existing service connections.* All existing water service connections which do not have backflow prevention assemblies or existing water service connections which have less than the minimum required backflow prevention assemblies, shall, except for the inspection requirements, be excluded from the requirements of this article so long as the City is assured that the public water system is satisfactorily protected. However, if the City determines that a hazard to health exists, then a backflow prevention assembly meeting the requirements of this article shall be installed on such existing connection at the

consumer's expense.

*Inspection.* A visual examination of a premise or any backflow protection equipment, materials, workmanship and operational performance.

*Isolation.* A method of backflow prevention in which a backflow prevention assembly is located at the cross connection rather than at the water service entrance.

*Maintenance.* Work performed or repairs made to keep backflow prevention assemblies operable and in compliant.

*Plumbing inspector.* The person appointed by the mayor to the position of City plumbing inspector, or his/her duly authorized representative.

*Pollution.* Any substance, actual or potential, which pose a threat to the physical facilities of the public water supply system which, although not dangerous to health, would constitute a nuisance or be aesthetically objectionable, or could cause damage to the system or its appurtenances, if introduced into the water supply.

*Pressure vacuum breaker assembly (PVB).* An assembly containing an independently operating, loaded check valve and an independently operating, loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shutoff valves located at end of the assembly.

*Reduced pressure principle assembly (RPA).* A backflow prevention device consisting of two (2) independently-acting, internally-loaded check valves, a different pressure relief valve, four (4) properly located test plugs and two (2) isolation valves. (Backflow prevention assembly used for high degree of hazard.)

*Reduced pressure principle detector assembly (RPDA).* An assembly composed of a line size approved reduced pressure principle assembly with a bypass containing a specific water meter and an approved reduced pressure principle assembly.

*Registered backflow prevention assembly technician.* A master plumber or his designated employee with WSPS certification registered with the State of Louisiana Plumbing Board or its successor agency and the City of Natchitoches to install, test, repair, or replace backflow prevention assemblies used for high degree of hazard.

*Spill-resistant pressure vacuum breaker (SVB).* An assembly containing an independently operating internally loaded check and independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with a properly located resilient seated test cock, properly located bleed/vent valve and tightly closing resilient seated shutoff valves located at each end of the assembly.

*State.* State of Louisiana, Department of Health and Hospitals.

*Testing.* An authorized procedure to determine the operational and functional status of a backflow prevention assembly.

*Water, potable.* Any public water supply which has been investigated and approved for human consumption by the health agency having jurisdiction. In determining what constitutes an approved water supply, the health agency has final judgment as to its safety and potability.

*Water, non-potable.* A water supply which has not been approved for human consumption by the health agency having jurisdiction.

*WSPS.* Water supply protection specialist.

#### **Section 25-105. Water system, defined.**

- (a) The water system shall be considered as made up of two (2) parts: the City's system and the consumer's system.
- (b) The City's system shall consist of the source and the distribution system; and shall include all those facilities of the water system under the complete control of the City, up to the point where the consumer's water system begins. Consumer's water system shall include and begin at the pack joint coupling that connects the

- customer's service line to the City of Natchitoches water meter.
- (c) The source shall include all components of the system utilized in the production, treatment, storage, and delivery of the water to the distribution system.
  - (d) The distribution system shall include the network of conduits used for the delivery of water from the source to the consumer's system.

**Sec. 25-106. Backflow prevention required.**

- (a) When the plumbing inspector determines that the water supplied by the public water system may be subject to contamination or pollution, an approved backflow prevention method shall be specified by the plumbing inspector and implemented by the consumer. The consumer shall install the required backflow protection within the time specified by the plumbing inspector. In determining the time in which backflow protection shall be installed, the plumbing inspector shall consider the degree of hazard potential to the public water supply.
- (b) The backflow prevention method required shall be approved by the plumbing inspector. The method approved by the plumbing inspector shall be sufficient to protect against the hazard potential to the public water supply.

**Sec. 25-107. Hazard potential.**

The hazard potential to the public water supply system from a consumer's private plumbing system shall be determined using the following hazard factors as each is defined in section 26-34.

- (1) Contamination.
- (2) Cross connection prevention.
- (3) Pollution.

**Sec. 25-108. Backflow prevention methods.**

A backflow prevention method shall be any assembly or other means designed to prevent backflow. The following are the recognized backflow prevention methods which the City may require under section 35-106 or section 35-109:

- (1) Air gap (AG);
- (2) Reduced pressure principle assembly (RPA);
- (3) Double check valve assembly (DCVA);
- (4) Pressure vacuum breaker assembly (PVB);
- (5) Spill-resistant pressure vacuum breaker (SVB);
- (6) Double check detector assembly (DCDA or DDCVA);
- (7) Reduced pressure principle detector assembly (RPDA); or
- (8) Atmospheric vacuum breaker (AVB).

**Sec. 25-109. Backflow prevention methods required.**

- (a) Whenever the following items exist or activities are conducted on premises served by the public water system, a potential hazard to the public water supply shall be presumed, and a backflow prevention method of the type specified herein for that item or activity must be utilized or installed at each service connection for that premises. If an activity or item is not on the following list, it shall be evaluated by the plumbing inspector who shall determine a method of backflow prevention.
  - (1) Cooling tower, boiler, condenser, chiller, and other cooling systems: RPA.
  - (2) Tank, vessel, receptacle, and all other water connections, including mobile units, except emergency vehicles and private swimming pools: RPA.
  - (3) Water-cooled equipment, boosters, pumps or autoclaves: RPA.
  - (4) Water treatment facilities and all water processing equipment (other than residential water softeners): RPA.
  - (5) Bottle washer, bedpan washer, garbage can washer: RPA.
  - (6) Pesticide, herbicide, fertilizer, and chemical applicators (other than typical in-home use): AVB.
  - (7) Aspirator: RPA.
  - (8) Commercial dishwashers, food processing and/or preparation equipment, carbonation equipment or other food processes: RPA.
  - (9) Decorative fountain, baptismal, or any location water is exposed to atmosphere: RPA.

assembly are specifically designed for that purpose.

c. For cross connection control, fire protection systems shall be classified on the basis of water source and arrangement of supplies as follows:

1. Class 1: Direct connections from public water mains only; no pumps, tanks or reservoirs; no physical connection from other water supplies; no antifreeze or other additives of any kind; all sprinkler drains discharging to atmosphere, dry wells or other safe outlets.
2. Class 2: Same as class 1, except that booster pumps may be installed in the connections from the street mains. It is required to avoid drafting to the extent that pressure in the water main is reduced below twenty (20) psi.
3. Class 3: Direct connection from public water supply main plus one (1) or more of the following: elevated storage tanks; fire pumps taking suction from above-ground covered reservoirs or tanks; and pressure tanks (all storage facilities are filled or connected to public water only, the water in the tanks to be maintained in a potable condition).
4. Class 4: Directly supplied from public mains similar to classes 1 and 2, and with an auxiliary water supply on or available to the premises, or an auxiliary supply may be located within one thousand seven hundred (1,700) feet of the pumper connection. Class 4 systems will require backflow protection at the service connection. The type (air gap or reduced pressure) will depend on the quality of the auxiliary supply.
5. Class 5: Directly supplied from public mains, and interconnected with auxiliary supplies, such as: pumps taking suction from reservoirs exposed to contamination, or rivers and ponds; driven wells, mills or other industrial water systems; or where antifreeze or other additives are used. Class 5 systems require maximum protection (air gap or reduced pressure) to protect the public water system.
6. Class 6: Combined industrial and fire protection systems supplied from the public water mains only, with or without gravity storage or pump suction tanks. Class 6 system protection depends on the requirements of both industry and fire protection, and shall be determined by a survey of the premises.

(2) Installation of assembly. When a backflow prevention assembly is required for a water service connection supplying water only to a fire system, the assembly shall be installed on the service line in compliance with standard specifications adopted by the City. (Installation of DCVAs or DDCVAs in a vertical position on the riser may be allowed on fire systems with the plumbing inspector's approval.)

**Sec. 25-113. Test, notification, maintenance, records.**

- (a) Backflow prevention assemblies shall be tested by a registered backflow prevention assembly technician, and the cost of tests required by this article shall be paid by the consumer.
- (b) Backflow prevention assemblies shall be tested upon installation and shall be tested and inspected at least annually thereafter.
- (c) The annual test compliance date shall be set by the City.
- (d) The City shall notify the consumer at least ninety (90) days before the annual test compliance date for each backflow prevention assembly.
- (e) Backflow prevention assemblies which are in place but which have been out of operation for more than three (3) months shall be tested before operation resumes. Backflow assemblies used in seasonal applications shall be tested before operation resumes each season.
- (f) For annual compliance testing the consumer shall not test any backflow prevention assembly more than ninety (90) days prior to the annual test compliance date.

- (g) The consumer may request in writing a change of the annual test compliance date for any assembly. No compliance date may be changed to be more than twelve (12) months after the most recent test.
- (h) If any testing reveals the assembly to be defective or is in improper operating condition, the consumer is responsible for having any necessary repairs done, including replacement of the assembly, which will return the assembly to proper operating condition. All repairs to backflow prevention assemblies shall be performed by registered backflow prevention assembly technician.
- (I) The registered backflow prevention assembly technician shall provide a copy of the test report to the consumer and the City, and shall maintain a copy for their records. A copy of the records shall be provided to the City within five (5) days after completion of the activity for which the record is made.
- (j) Registered backflow prevention assembly technician shall submit a current copy of their certification or recertification annually.
- (k) Test equipment utilized by the registered backflow prevention assembly technician shall be maintained and calibrated annually by an agency approved by the state. A copy of the annual equipment calibration certificates shall be submitted to the City to maintain equipment registration and certification.
- (l) The registered backflow prevention assembly technician shall not change or modify the design, material or operational characteristics of a backflow prevention assembly during repair or maintenance and shall use only original manufacturer replacement parts.
- (m) The City may require, at its own cost, additional tests of individual backflow prevention assemblies as it shall deem necessary to verify test procedures and results.
- (n) The City will return incomplete and erroneous test forms to the consumer for correction and resubmission by the compliance date. Information on submitted test reports can only be changed or modified by the tester who has signed the report and is responsible for that test.
- (o) At least ten (10) days before the compliance date, if the City has not received the required annual test information by the compliance date or the backflow method/device does not meet applicable codes, the City shall provide notice in writing to the consumer that the City will assess an inspection fee if the required test information is not received and the backflow prevention system does not meet applicable codes by the compliance date.
- (p) The City shall assess fees associated with the implementation of this article. The fees imposed by this article are as follows:
  - (1) *Inspection fee.* An inspection fee of two hundred fifty dollars (\$250.00) per backflow prevention device/method shall be assessed to all consumers who fail to submit the annual test information by the compliance date.
  - (2) *Collection of fees.* All inspection fees shall be assessed as a separate line item through the utility bill issued to the consumer.
  - (3) *Repair/replacement charge.* If testing of the backflow prevention device/method shows repair or replacement is required, the consumer shall be responsible for these additional charges and billed directly by the backflow prevention assembly technician.

**Sec. 25-114. Consumer noncompliance.**

- (a) Water service shall be discontinued if a consumer fails to comply with section 35-113. Water service will be discontinued after fifteen (15) calendar days unless approval from the water superintendent or the plumbing inspector to extend the compliance date for, but not limited to the following reasons:
  - (1) Availability of parts.
  - (2) Availability of service.
  - (3) Weather.
- (b) The request for an extension must be made in writing before the fifteenth calendar day following the notification of noncompliance. The approval granted by the City

of Natchitoches Water Superintendent or plumbing inspector must be made in writing.

Noncompliance includes, but is not limited to the following:

- (1) A consumers refusal to grant access to the property for the purpose of inspecting the backflow prevention assembly.
- (2) Removal of a backflow prevention assembly which has been required by the plumbing inspector.
- (3) Bypassing a backflow prevention assembly which has been required by the plumbing inspector.
- (4) Providing inadequate backflow prevention which has been required by the plumbing inspector.
- (5) Failure to install, test and/or properly repair a backflow prevention assembly which has been required by the plumbing inspector.
- (6) Failure to provide results of annual compliance testing to the City within five (5) days of the test being completed.
- (7) Failure to pay the compliance fee, if applicable.
- (8) Failure to comply with requirements of this article.

**Sec. 25-115. Cease and desist order.**

Whenever the City finds that a consumer has violated or continues to violate this article, and/or poses an imminent danger to the City's water supply, the City may issue an order to cease and desist all such violations and direct consumers in noncompliance to:

- (1) Immediately comply with all requirements;
- (2) Take such appropriate action or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations or disconnecting from the City water supply.

Issuance of a cease and desist order shall not be a prerequisite to taking any other action against the user.

**Sec. 25-116. Severability.**

If any section, paragraph, clause, or provision of this article shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect the validity and enforce ability of the remaining provisions of this article.

**Sec. 25-117. Repealer.**

All ordinances, parts of ordinances or chapters, sections, subsections or paragraphs contained in the City of Natchitoches Code in conflict herewith are hereby repealed.

**Sec. 25-118. Effective Date.**

The article shall be in full force and effect immediately following its passage, approval, and publication, as provided by law."

**SECTION 2.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 3.** If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

**SECTION 4.** This Ordinance shall go into effect upon publication and in accordance with law.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on April 14, 2014 as follows:

**ORDINANCE NO 015 OF 2014**

**AN ORDINANCE AUTHORIZING THE CITY OF NATCHITOCHES, STATE OF LOUISIANA, TO ISSUE ITS TAXABLE REVENUE NOTE, SERIES 2014, IN THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000) FOR THE PURPOSE OF FINANCING A PORTION OF THE COST OF CONSTRUCTING AND FURNISHING THE PROPOSED NATCHITOCHES GRAND HOTEL, AND FOR PAYING COSTS OF ISSUANCE OF THE NOTES; PRESCRIBING THE FORM, FIXING THE DETAILS AND PROVIDING FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON SUCH NOTES AND ENTERING INTO CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE SECURITY AND PAYMENT OF SAID NOTES; AWARDING THE SALE OF THE NOTES TO THE PURCHASER THEREOF; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, pursuant to Section 1430, Chapter 13, of Title 39 of the Louisiana Revised Statutes of 1950 as amended (La. R.S. 39:1430) (the "Act"), and other constitutional and statutory authority supplemental thereto, the City of Natchitoches, State of Louisiana (the "City") is authorized to issue revenue bonds for any authorized purpose payable from any sources whatsoever; and

**WHEREAS**, the City Council of the City of Natchitoches, State of Louisiana (the "Natchitoches City Council"), acting as the governing authority of the City, has determined that it is in the best economic interest of the City to assist with the financing of an approximately 87-room hotel to be located within the geographical boundaries of the City and of the hereinafter District and IDB and adjacent to the Natchitoches Event Center (the "Event Center"), to be known as the Natchitoches Grand Hotel (the "Project"); and

**WHEREAS**, the City, the District and the IDB have each determined that the Project is likely to result in (i) a substantial impact on the number and size of events to be booked at the Event Center and an increase in the number of visitors to the City, thus benefitting area restaurants, retail shops, tourist services businesses, other lodging establishments and the Louisiana Sports Hall of Fame and (ii) benefits to the City and the Parish of Natchitoches, State of Louisiana (the "Parish"), resulting from additional tax revenues generated by additional economic activity, increased property values and increased employment; and

**WHEREAS**, the Project will be partially financed by Hospitality Consultants, LLC (the "Company"), through a commercial bank loan and with equity to be contributed by the Company; and

**WHEREAS**, pursuant to Chapter 27 of Title 33 of the Louisiana Revised Statutes of 190, as amended (La. R.S. 33:9020, *et seq.*), the City, acting through the Natchitoches City Council as its governing authority, adopted Ordinance No. 030 of 2010 on August 23, 2010, creating the Natchitoches Economic Development District A (the "District"), in accordance with La. R.S. 33:9038.32, from which District hotel occupancy tax increments are expected to be determined and used to fund the Natchitoches #1 Economic Development District Trust Fund (the "Trust Fund"); and

**WHEREAS**, the Project is located in the District; and

**WHEREAS**, pursuant to La. R.S. 33:9038.39, the District, acting through the Natchitoches City Council, as its governing authority, adopted an ordinance on May 12, 2011, levying an additional hotel occupancy tax of two percent (2%) in the District (the "EDD Tax");

designating the full amount of the EDD Tax as the tax increments in the District from which local tax increments will be determined and used to finance economic development projects in the District in accordance with and as authorized by the Cooperative Economic Development Law; designating the initial annual baseline collection rate and establishing a monthly baseline collection rate for the District; pledging and dedicating such tax increments to reimburse economic development costs and providing for other matters in connection with the foregoing; and

**WHEREAS**, the proceeds of the EDD Tax (after paying the reasonable and necessary costs and expenses of collection and administering the EDD Tax), will be paid into the Trust Fund and are dedicated and will be used to pay the costs of economic development projects, as defined in the Cooperative Economic Development Law, particularly in La. R.S. 33: 9038.34(M) and La. R.S. 33:9038.36; and

**WHEREAS**, the Project constitutes an "economic development project" as defined in the Cooperative Economic Development Law; and

**WHEREAS**, the Project will initially be owned by the Industrial Development Board of the City of Natchitoches, Louisiana, Inc., (the "IDB") and leased by the IDB to the Company pursuant to a Lease Agreement and Agreement to Issue Bonds (the "Lease Agreement"), and the Project will be managed and operated by the Company; and

**WHEREAS**, pursuant to the Lease Agreement, the Company will make, among other payments, payments to the IDB *in lieu* of ad valorem taxes ("PILOT") each year during the term of the Lease Agreement; and

**WHEREAS**, the City now desires to authorize the incurrence of debt and issuance of its Taxable Revenue Note, Series 2014, in the amount of Two Million Dollars (\$2,000,000) (the "Note"), and to fix certain details with respect to the issuance of the Note in the manner authorized and provided by the Act, as hereinafter provided, for the purpose of providing funds to finance a portion of the cost of the acquisition, construction and equipping of the Project and to pay the costs of issuance of the Note; and

**WHEREAS**, the City adopted a resolution dated January 13, 2014, authorizing the City to make application to the Louisiana State Bond Commission for approval of the issuance of the Note and employing bond counsel in connection therewith, and the Louisiana State Bond Commission approved the issuance of the Note at its meeting held on February 20, 2014; and

**WHEREAS**, the annual PILOT payment to be made by the Company is estimated to be approximately \$\_\_\_\_\_, and the annual collections of the EDD Tax to be paid into the Trust Fund are estimate to be approximately \$\_\_\_\_\_, and such moneys will be made available to the City pursuant to a Cooperative Endeavor Agreement by and among the City, the District, the IDB and the Company (the "CEA"), for the purpose of paying the principal and interest on the Note herein authorized; and

**WHEREAS**, to the extent that moneys received by the City are not sufficient for such purposes, the Note will also be secured by and payable from the excess of annual revenues of the City above statutory, necessary and usual charges (the "Excess Revenues"); and

**WHEREAS**, the City is not now a party to any contract pledging or dedicating the EDD Tax, the PILOT payments or the Excess Revenues.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Natchitoches, State of Louisiana, acting as governing authority of the City of Natchitoches, State of Louisiana, that:

SECTION 1. Definitions. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:



**"Act"** means Section 1430, Chapter 13, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1430).

**"Authorized Officers"** means, individually and collectively, the Mayor, the Mayor Pro Tempore, and the Director of Finance of the City, or any other officer designated by ordinance of the City.

**"City"** means the City of Natchitoches, State of Louisiana, a political subdivision of the State of Louisiana.

**"Company"** means Hospitality Consultants, LLC, a Louisiana limited liability company.

**"CEA"** means the Cooperative Endeavor Agreement by and among the City, the District, the IDB and the Company, substantially in the form attached as Exhibit C hereto.

**"Debt Service Fund"** means the Debt Service Fund created pursuant to Section 13(a) of this Note Ordinance.

**"Delivery Date"** means the date of delivery of, and receipt of payment by the City for the first principal installment of the Note.

**"District"** shall mean the Natchitoches Economic Development District A, State of Louisiana, a political subdivision of the State of Louisiana.

**"EDD Tax"** shall mean the 2% hotel occupancy tax levied by the District pursuant to an ordinance adopted by the Natchitoches City Council on May 12, 2011, and collected on the occupancy of hotel rooms, motel rooms and overnight camping facilities, including campgrounds in the District.

**"Excess Revenues"** means, for any Fiscal Year, the excess of annual revenues of the City above statutory, necessary and usual charges.

**"Fiscal Year"** means the City's annual accounting period beginning June 1 of any year and ending May 31 of the following year.

**"Government Securities"** means direct obligations of, or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity and may be United States Treasury Obligations such as the State and Local Government Series and may be in book entry form.

**"IDB"** means the Industrial Development Board of the City of Natchitoches, Louisiana, Inc., a nonprofit public corporation and instrumentality of the City, created and existing pursuant to Chapter 7 of Title 51 of the Louisiana Revised Statutes of 1950, as amended (La R.S. 51:1151, *et seq.*).

**"Interest Payment Date"** means June 1 and December 1 of each year, commencing December 1, 2014.

**"Natchitoches City Council"** means the City Council of the City of Natchitoches, State of Louisiana, which acts as governing authority of the City and the District.

**"Note"** means the City's Taxable Revenue Note, Series 2014, issued under this Ordinance, in the aggregate principal amount Two Million Dollars (\$2,000,000).

**"Note Ordinance"** means this ordinance, pursuant to which the Note is issued.

**"Outstanding"** when used in reference to the Note, means any Note which has been duly executed and delivered by the City and the Paying Agent under this Note Ordinance except:

- (a) A Note theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) A Note for whose payment or redemption sufficient funds have been theretofore deposited in trust for the Owners of such Note as provided in Section 22 herein provided that, if such Note is to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Note Ordinance, to the satisfaction of the Paying Agent, or waived;
- (c) A Note in exchange for or *in lieu* of which another Note has been registered and delivered pursuant to this Note Ordinance; and
- (d) A Note alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Note Ordinance.

**"Permitted Investments"** means investments permitted by the laws of the State.

**"Owner"** or **"Owners"** when used with respect to any Note means the person in whose name such Note is registered in the Note Register.

**"Paying Agent"** means the Director of Finance of the City.

**"Person"** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

**"PILOT"** shall mean the payment *in lieu* of ad valorem taxes to be made by the Company to the IDB each year pursuant to the Lease Agreement and paid by the IDB to the City pursuant to the CEA.

**"Project"** shall mean the acquisition, construction and equipping by the Company of a an approximately 87-room hotel facility, including parking and ancillary related improvements within the District, including new construction and public infrastructure such as roadway and parking area improvements, traffic lights, parking etc., as described in Exhibit B hereto

**"Project Fund"** means the Project Fund created pursuant to Section 12 of this Note Ordinance.

**"Purchaser"** means City Bank and Trust Co., the original purchaser of the Note.

**"Reserve Fund"** means the Debt Service Reserve Fund created pursuant to Section 13(b) of this Note Ordinance.

**"State"** means the State of Louisiana.

**"Surplus Fund"** means the Surplus Fund created pursuant to Section 13(c) of this Note Ordinance.

**SECTION 2. Authorization of Note.** For the purpose of paying the Cost of the Project and the costs of issuance of the Note, in compliance with the terms and provisions of the Act and other constitutional and statutory authority supplemental thereto, there is hereby authorized the incurring of an indebtedness of Two Million Dollars (\$2,000,000) for, on behalf of, and in the name of the City, and to represent such indebtedness, the City does hereby authorize the issuance of its Taxable Revenue Note, Series 2014, in such amount. The Note shall be issued as a "drawdown note," with purchase price installments of the Note being paid to the City by the Purchaser in two installments, pursuant to requisitions in the manner set forth in Section 10 below.

The Note shall be initially issued in the form of a single fully registered Note numbered R-1, shall be dated the Delivery Date and shall be in substantially the form attached hereto as Exhibit A. The Authorized Officers may approve a different series designation if the Note is delivered after the end of 2014 or if it is preferable, in their sole judgment, to do so.

The initial interest rate of the Note will be four and thirty hundredths percent (4.30%) per annum, payable semi-annually on each Interest Payment Date. On June 1, 2024 (the "Interest Rate Reset Date"), the interest rate on the Note will be adjusted to a rate equal to the Prime Rate, as published on the Interest Rate Reset Date in the "Wall Street Journal," plus one hundred and five (105) basis points, with a cap on the adjusted rate of eight percent (8%) per annum.

Interest on the Note shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and shall be payable only on the aggregate amount of the purchase price which shall have been paid theretofore to the City and is outstanding and shall accrue with respect to each purchase price installment only from the date of payment of such installment.

The principal of the Note shall mature in fourteen annual installments due on June 1 of the years and in the amounts shown in the following table and as described in the following paragraph:

<u>Year</u> <u>(June 1)</u>	<u>Principal</u> <u>Installment Due</u>
2016	\$ 99,000
2015	104,000
2016	108,000
2017	113,000
2020	118,000
2021	123,000
2022	129,000
2023	134,000
2024	140,000

The remaining balance after the June 1, 2024 principal installment has been paid (\$932,000), adjusted for any prepayments on or prior to such date, will be amortized in five installments, due on June 1 of the years 2025 through 2029, inclusive, calculated on June 1, 2024 based on the adjusted interest rate determined on the Interest Rate Reset Date in the manner set forth above, so that the annual principal and interest payments in the final five years will be approximately equal.

The Note shall constitute legal, binding and valid obligations of the City, and its successors, and shall be the only representation of the indebtedness herein authorized and created.

SECTION 3. Prepayment. The principal installments of the Note are subject to prepayment at the option of the City at any time, in whole or in part, at a prepayment price of par plus accrued interest, to the prepayment date, provided, however, that no more than \$932,000 of the principal of the Note may be prepaid prior to the Interest Rate Reset Date.

Official notice of such call for prepayment shall be given by the Paying Agent by means of first class mail, postage prepaid by notice deposited in the United States Mail not less than thirty (30) days prior to the prepayment date addressed to the Owner of each Note to be prepaid at his address as shown on the registration records of the Paying Agent. In the event a portion of the Note is to be prepaid, such Note shall be surrendered to the Paying Agent, who shall note the date and amount of such prepayment in the space provided therefor on the Note.

SECTION 4. Payment of Principal and Interest. The principal and interest on the Note will be payable by check mailed to the Owner (determined as of the Interest Payment Date) at the address shown on the registration books kept by the Paying Agent for such purpose, provided that payment of the final installment of principal on the Note shall be made only upon presentation and surrender of the Note to the Paying Agent.

SECTION 5. Execution of Note and Documents. The Authorized Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Note Ordinance. The Mayor or the Mayor Pro Tempore and the Clerk are authorized to execute and deliver the CEA, and to cause the Note to be prepared and/or printed, to issue, execute and seal the Note and to effect delivery thereof as hereinafter provided. If facsimile signatures are used on the Note, then such signatures shall be registered with the Louisiana Secretary of State in the manner required by La. R.S. 39:244.

In connection with the issuance and sale of the Note, the Authorized Officers are each authorized, empowered and directed to execute on behalf of the City such additional documents, certificates and instruments as they may deem necessary, upon the advice of counsel, to effect the transactions contemplated by this Note Ordinance. The signatures of said officers on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the authority granted hereunder

SECTION 6. Registration. The Paying Agent shall keep the Note Register in which registration of the Note and transfers of the Note shall be made as provided herein. The Note may be transferred, registered and assigned only on the Note Register, and such registration shall be at the expense of the City. The Note may be sold or assigned by the execution of an assignment form on the Note or by other instruments of transfer and assignment acceptable to the Paying Agent, subject to the condition that the new owner or assignee is a qualified investor as defined in an investment letter signed by the Purchaser on the Delivery Date. A new Note will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Note after receipt of the Note to be transferred in proper form.

The Note may be transferred by the original Purchaser only to (i) an investment company registered under the Investment Company Act of 1940; (ii) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933 (the "1933 Act"), whether acting in its individual or fiduciary capacity; (iii) an insurance company, as defined in Section 2(13) of the 1933 Act; (iv) a "qualified institutional buyer," as defined in Rule 144A of the Securities and Exchange Commission; or (v) a sophisticated investor meeting the requirements of paragraphs (a)(3), (a)(5) or (a)(6) of 17 C.F.R. 230.501 and possessing sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Note.

SECTION 7. Effect of Registration. The City, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Note is registered as the Owner of such Note for the purpose of receiving payment of the principal (and redemption price) of and interest on such Note and for all other purposes whatsoever, and to the extent permitted by law, neither the City, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 8. Note Ordinance a Contract. The provisions of this Note Ordinance shall constitute a contract between the City and the Owner or Owners from time to time of the Note, and any Owner may either at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the City as a result of issuing the Note.

SECTION 9. Sale and Delivery of Note. The Note is hereby awarded to and sold to the Purchaser at a price of par plus accrued interest, if any, under the terms and conditions set forth in a commitment letter heretofore delivered by the Banks to the City. After its execution the

Note shall be delivered to the Purchaser or its agents or assigns, upon receipt by the City of the agreed first advance of the purchase price of the Note. Pursuant to R.S. 39:1426(B), the City has determined to sell the Note at a private sale without necessity of publication of a notice of sale.

SECTION 10. Payment of Purchase Price Installments. Two purchase price installments of the Note for the payment of costs of the Project and costs of issuance shall be made by the Purchaser to the City from time to time, subject to the satisfaction of the following conditions:

- (a) The initial purchase price installment shall be paid on the Delivery Date and shall be used by the City of pay costs of issuance of the Note;
- (b) The entire balance of the purchase price shall be paid by the Purchaser upon written request of the City when the Company has finished using its equity and conventional loan proceeds for the Project, and will be used by the City to pay the completion costs of the Project.

The date and amount of each purchase price payment by the Purchaser pursuant to the foregoing shall be noted on the schedule attached to the Note, and interest on each payment shall accrue from the date of the payment.

SECTION 11. Security for Payment of Note. The Note shall be secured and payable in principal and interest exclusively by a pledge of (i) the PILOT, (ii) the EDD Tax and (iii) the Excess Revenues. The aforesaid income and revenues are hereby irrevocably and irrepealably pledged in an amount sufficient for the payment of the Note in principal and interest as the installments thereof fall due, and the income and revenues thus pledged shall remain so pledged for the security of the Note in principal and interest until they shall have been fully paid and discharged.

Until the Note shall have been paid in full in principal and interest, this Natchitoches City Council does hereby obligate the City, itself and its successors in office, to budget annually a sum of money sufficient to pay the Note and the interest thereon as they respectively mature, including any principal and/or interest theretofore matured and then unpaid, as are not paid from the PILOT and/or the EDD Tax, and to levy and collect in each year taxes and to collect other revenues within the limits prescribed by law sufficient to pay the principal of and interest on the Note as are not paid from the PILOT and/or the EDD Tax.

The City shall issue no other Notes or other obligations of any kind or nature payable from or enjoying a lien on the EDD Tax, the PILOT and/or the Excess Revenues having priority over the Notes herein authorized.

SECTION 12. Hotel Project Fund. There is hereby created a special fund to be established by the Paying Agent to be known as the " Series 2014 Hotel Project Fund " (the "Project Fund"). The City shall deposit the two purchase price installments of the Notes to the Project Fund and shall use such funds to pay costs of the Project and costs of issuance of the Note. Upon completion of the Project and the payment of all costs associated therewith, any balance in the Project Fund shall be transferred to the Debt Service Fund and used to make the next ensuing debt service payments of the Note.

SECTION 13. Funds and Accounts. In order that the principal of and the interest on the Note will be paid in accordance with its terms and for the other objects and purposes hereinafter provided, the City will establish the following funds with its regularly designated fiscal agent:

- (a) Series 2014 Hotel Debt Service Fund (the "Debt Service Fund") which shall be used to make regularly scheduled principal and interest payments on the Note;
- (b) Series 2014 Hotel Debt Service Reserve Fund (the "Reserve Fund"), which shall be used only to secure and make payments on the Note (and not on any other issues) as to which there would otherwise be default, into which the City will

deposit, on the Delivery Date, from City moneys available for such purpose, and maintain thereafter in the Reserve Fund, the sum of \$92,500; and

- (c) Series 2014 Hotel Surplus Fund (the "Surplus Fund"), which shall be used to make prepayments of principal of the Note in the manner provided for in Section 3 above.

SECTION 14. Flow of Funds. In each Fiscal Year, all of the income and revenues derived or to be derived by the City pursuant to the CEA with respect to the PILOT and the EDD Taxes, together with any Excess Revenues that have been actually budgeted by the City for the purpose of paying debt service on the Note, shall be deposited in the foregoing accounts in the following order of priority and for the following express purposes:

- (a) FIRST, moneys shall be deposited to the Debt Service Fund in each Fiscal Year until such time as the City has accumulated in the Debt Service Fund an amount of money sufficient to pay the principal and interest due on December 1 of such Fiscal Year and on June 1 at the end of such Fiscal Year;
- (b) NEXT, after satisfaction of the amounts required to be deposited to the Debt Service Fund in such Fiscal Year, additional moneys shall be deposited to the Reserve Fund to the extent that the Reserve Fund contains less than the required balance of \$92,500; and
- (c) FINALLY, after satisfaction of the amounts required to be deposited to the Debt Service Fund and the Reserve Fund in such Fiscal Year, any remaining Moneys shall be deposited to the Surplus Fund and applied to the prepayment of the principal of the Note at such times as may be determined by the Governing Authority.

The City shall transfer or cause to be transferred from the Debt Service Fund to the Owners, on or before each Interest Payment Date, immediately available funds fully sufficient to pay promptly the principal and interest so falling due on such date. At the option of the City and the Purchasers, the Owners may be afforded the ability to draft funds for principal and interest payments on the Note directly from the Debt Service Fund.

SECTION 15. Replenishment of Reserve Fund. If at any time it shall be necessary to use moneys in the Reserve Fund for the purpose of paying principal of or interest on the Note as to which there would otherwise be default, then the moneys so used shall be replaced from the revenues first thereafter received, not hereinabove required to be used for the purposes described in Section 14(a) above until the balance in the Reserve Fund shall have been replenished to the required balance of \$92,500. If at any time there are sufficient moneys on deposit in the Debt Service Fund, Reserve Fund and Surplus Fund to retire the Note, either by defeasance, by exercising the prepayment option provided for in Section 3 above or by purchase on the open market, the City may utilize such funds for such purpose.

SECTION 16. Investments. All or any part of the moneys in the Debt Service Fund, Debt Service Reserve Fund and Surplus Fund shall, at the written request of the Governing Authority, be invested in Permitted Investments and all of the moneys in the Reserve Fund shall be invested in Government Securities maturing in five (5) years or less, in which event all income derived from such investments shall be added to the Debt Service Fund, with the exception that any interest earnings from invested funds of the Reserve Fund shall be retained therein until an amount equal to the required balance is on deposit therein, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which the respective fund has been created.

SECTION 17. Notification of Deficiencies. As required by La. R.S. 39:1410.62, the City will notify the State Bond Commission in writing whenever (i) transfers to any fund required to be established by this Note Ordinance or any resolution or ordinance authorizing the issuance of

indebtedness of the City have not been made timely or (ii) principal, interest, premiums, or other payments due on the Note or any other outstanding indebtedness of the City have not been made timely.

SECTION 18. Annual Budget. Until the Note shall have been paid in full in principal and interest, the City shall prepare and adopt a budget at the beginning of each Fiscal Year and furnish a copy of such budget within thirty (30) days after its adoption to the Paying Agent and the Owners of any of the Notes who request the same.

SECTION 19. General Covenant. While any of the Notes are outstanding, the City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Note Ordinance. The City warrants that upon the date of execution and delivery of this Note Ordinance, all conditions, acts and things required by law, this Note Ordinance to exist, to have happened and to have been performed precedent to and in the execution and delivery of the Notes do exist, have happened and have been performed and the execution and delivery of the Notes shall comply in all respects with the applicable laws of the State.

SECTION 20. Event of Default; Acceleration. Any default in the payment of principal or interest on the Note when due, or in the performance or observance by the City of any other of its covenants, agreements or conditions contained in this Note Ordinance or the CEA, or in the Note, and continuance thereof for a period of thirty (30) days after written notice by the Owner of the Note to the City, specifying such failure and requesting that it be remedied, shall constitute an "Event of Default."

Upon the occurrence and during the continuance of an Event of Default, the Owner of the Note may, by notice in writing delivered to the City, declare the principal of the Note then outstanding and the accrued interest thereon to the date of declaration of the Event of Default to be immediately due and payable; provided, however, that at any subsequent date the Owner of the Note may waive any such Event of Default and rescind such declaration and its consequences.

SECTION 21. Discharge of Note Ordinance. If the City shall pay or cause to be paid, or there shall be paid to the Owners, the principal (and redemption price) of and interest on the Notes, at the times and in the manner stipulated in this Note Ordinance, then the pledge of the PILOT, the EDD Tax and the Excess Revenues, or any other money, securities, and funds pledged under this Note Ordinance, and all covenants, agreements, and other obligations of the City to the Owners shall thereupon cease, terminate, and become void and be discharged and satisfied.

SECTION 22. Defeasance. Notes or interest installments for the payment or redemption of which money shall have been set aside and shall be held in trust (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section, if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 23. Cancellation of Notes. All Notes paid or prepaid either at or before maturity, together with all Notes purchased by the City, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Chief Financial Officer of the City an appropriate certificate of cancellation.

SECTION 24. Lost, Destroyed or Improperly Cancelled Notes. Lost, destroyed or improperly cancelled Notes may be replaced in the manner set forth in Part XI, Chapter 4, Subtitle II, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:971 *et seq.*). In case any such lost, destroyed or improperly cancelled Note has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Note, pay such Note.

Upon the issuance of any replacement Note under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Note issued pursuant to this section *in lieu* of any lost, destroyed or improperly cancelled Note shall constitute a replacement of the prior obligation of the City, whether or not the lost, destroyed or improperly cancelled Note shall be at any time enforceable by anyone. The obligation of the City on any replacement Notes shall be identical as its obligation upon the original Notes, and the rights of the holder shall be the same as those conferred by the original Notes.

SECTION 25. Publication; Peremption. This Note Ordinance shall be published one time in the official journal of the City, or if there is none, in a newspaper having general circulation in the City. It shall not be necessary to publish the exhibits to this Note Ordinance but such exhibits shall be made available for public inspection at the offices of the Governing Authority at reasonable times and such fact must be stated in the publication within the official journal. For a period of thirty days after the date of such publication any persons in interest may contest the legality of this Note Ordinance and any provisions herein made for the security and payment of the Notes. After such thirty day period no one shall have any cause or right of action to contest the regularity, formality, legality, or effectiveness of this Note Ordinance and the provisions hereof or of the Notes authorized hereby for any cause whatsoever. If no suit, action, or proceeding is begun contesting the validity of the Notes authorized pursuant to this Note Ordinance within the thirty days herein prescribed, the authority to issue the Notes or to provide for the payment thereof, and the legality thereof, and all of the provisions of this Note Ordinance and such Notes shall be conclusively presumed, and no court shall have authority or jurisdiction to inquire into any such matter.

SECTION 26. Third Party Beneficiaries. Nothing in this Note Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Paying Agent and the owners of the Notes, any right, remedy or claim under or by reason of the Note Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Note Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Owners of the Notes.

SECTION 27. Severability. In case any one or more of the provisions of this Note Ordinance or of the Notes issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Note Ordinance or of the Notes, but this Note Ordinance and the Notes shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Note Ordinance which validates or makes legal any provision of this Note Ordinance or the Notes which would not otherwise be valid or legal shall be deemed to apply to this Note Ordinance and to the Notes.

SECTION 28. Section Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 29. Effective Date. This Note Ordinance shall become effective upon signature of the Mayor, or, in the event of Mayoral veto, upon re-adoption by the Governing Authority.



The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

And the ordinance was declared adopted on this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Don Mims, Mayor, *pro tempore*

Delivered to the Mayor on  
\_\_\_\_\_, 2014, at \_\_\_\_\_.m.

APPROVED: \_\_\_\_\_

VETOED: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Returned to the Clerk on  
\_\_\_\_\_, 2014, at \_\_\_\_\_.m.

\_\_\_\_\_  
Council Clerk

**EXHIBIT A  
to Note Ordinance**

**FORM OF NOTE**

**INTEREST ON THIS NOTE WILL BE INCLUDED IN GROSS INCOME  
FOR FEDERAL INCOME TAX PURPOSES AND IS NOT  
EXEMPT FROM FEDERAL INCOME TAXATION.**

**UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF NATCHITOCHES**

**TAXABLE REVENUE NOTE, SERIES 2014  
OF THE  
CITY OF NATCHITOCHES, STATE OF LOUISIANA**

<u>Note Number</u>	<u>Note Date</u>	<u>Initial Rate*</u>	<u>Principal Amount</u>
R-1	_____, 20__	4.30%	\$2,000,000

\*Interest rate subject to adjustment on June 1,  
2024 in the manner described in this Note.

FOR VALUE RECEIVED, the City of Natchitoches, State of Louisiana (the "City"), hereby promises to pay (but only from the sources hereinafter described) to:

REGISTERED OWNER:   CITY BANK AND TRUST COMPANY  
                              P.O. Box 246  
                              Natchitoches, LA 71458-0246

or registered assigns noted on the registration record attached hereto, the Principal Amount set forth above (unless a lower Principal Amount applies, as set forth below), together with interest thereon from the Note Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, unless this Note shall have been previously called for prepayment and payment shall have been duly made or provided for.

This Note shall bear interest, payable semi-annually on June 1 and December 1 of each year, commencing December 1, 2014 (each, an "Interest Payment Date"), at the Interest Rate shown above, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on this Note on any Interest Payment Date shall be payable only on the aggregate outstanding amount of the purchase price which shall have been paid theretofore, as noted on Schedule A hereto, and shall accrue with

respect to each purchase price installment only from the date of payment of such installment.

The initial interest rate of this Note shall be four and thirty hundredths percent (4.30%) per annum, payable semi-annually on each Interest Payment Date. On June 1, 2024 (the "Interest Rate Reset Date"), the interest rate on this Note will be adjusted to a rate equal to the Prime Rate, as published on the Interest Rate Reset Date in the "Wall Street Journal," plus one hundred and five (105) basis points, with a cap on the adjusted rate of eight percent (8%) per annum.

The principal of this Note shall mature in fourteen annual installments due on June 1 of the years and in the amounts shown in the following table and as described in the following paragraph:

<u>Year</u> <u>(June 1)</u>	<u>Principal</u> <u>Installment Due</u>
2016	\$ 99,000
2015	104,000
2016	108,000
2017	113,000
2020	118,000
2021	123,000
2022	129,000
2023	134,000
2024	140,000

The remaining balance after the June 1, 2024 principal installment has been paid (\$932,000), adjusted for any prepayments on or prior to such date, will be amortized in five installments, due on June 1 of the years 2025 through 2029, inclusive, calculated on June 1, 2024 based on the adjusted interest rate determined on the Interest Rate Reset Date in the manner set forth above, so that the annual principal and interest payments in the final five years will be approximately equal.

The principal and interest on this Note shall be payable by check mailed to the registered owner of this Note (determined as of the Interest Payment Date) at the address shown on the registration books kept by the Paying Agent (hereinafter defined) for such purpose, provided that payment of the final installment of principal on this Note shall be made only upon presentation and surrender of this Note to the Paying Agent.

The principal installments of this Note are subject to prepayment at the option of the City at any time, in whole or in part, at a prepayment price of par plus accrued interest and accrued Administrative Fee, if any, to the prepayment date, provided, however, that no more than \$932,000 of the principal of the Note may be prepaid prior to the Interest

Rate Reset Date. In such case, the remaining principal shall continue to mature in annual installments calculated using the percentages shown above.

In the event a portion of this Note is to be prepaid, this Note shall be surrendered to the Director of Finance of the City, as initial Paying Agent for the Note (the "Paying Agent"), who shall note the amount of such prepayment in the space provided therefor on the schedule attached to this Note. Official notice of such call of this Note for prepayment shall be given by means of first class mail, postage prepaid by notice deposited in the United States Mail not less than thirty (30) days prior to the prepayment date addressed to the registered owner of this Note to be prepaid at his address as shown on the registration books of the Paying Agent, which notice may be waived by any registered owner. The City shall cause to be kept at the office of the Paying Agent a register in which registration of this Note and of transfer of this Note shall be made as provided herein and in the Note Ordinance (hereinafter defined). This Note may be transferred, registered and assigned only on such registration records of the Paying Agent, and such registration shall be at the expense of the City.

This Note represents the entire issue designated "Taxable Revenue Note, Series 2014" aggregating in principal the sum of Two Million Dollars (\$2,000,000) (the "Note"), having been issued by the City pursuant to an ordinance adopted by its governing authority on \_\_\_\_\_, 2014 (the "Note Ordinance"), for the purpose of providing funds to finance a portion of the cost of the acquisition, construction and equipping of an approximately 87-room hotel to be located within the geographical boundaries of the City adjacent to the Natchitoches Event Center, to be known as the Natchitoches Grand Hotel, and to pay the costs of issuance of the Note, under the authority conferred by Section 1430, Chapter 13, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1430), and other constitutional and statutory authority supplemental thereto, pursuant to all requirements therein specified.

This Note is secured by and payable as to principal and interest solely from the income and revenues derived or to be derived by the City from (i) the PILOT, (ii) the EDD Tax and (iii) the Excess Revenues, all as described and defined in the Note Ordinance. Neither this Note nor the debt it represents constitutes an indebtedness or pledge of the general credit of the City, within the meaning of any constitutional or statutory limitation of indebtedness.

For a more complete statement of the revenues from which and conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, including provisions relating to events of default and acceleration, reference is hereby made to the Note Ordinance.

It is certified that this Note is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Note necessary to

constitute the same a legal, binding and valid obligation of the City have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the City, including this Note , does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that this Note shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof.

IN WITNESS WHEREOF, the City Council of the City of Natchitoches, State of Louisiana, acting as the governing authority of the City , has caused this Note to be signed by the Mayor and attested by its Clerk, the corporate seal of the City to be hereon impressed and this Note to be dated as of the Dated Date set forth above.

CITY OF NATCHITOCHES,  
STATE OF LOUISIANA

ATTEST:

By: \_\_\_\_\_ (manual)  
Mayor

By: \_\_\_\_\_ (manual)  
Clerk

(SEAL)

\* \* \* \* \*

This Note may be transferred only to (i) an investment company registered under the Investment Company Act of 1940; (ii) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933 (the "1933 Act"), whether acting in its individual or fiduciary capacity; (iii) an insurance company, as defined in Section 2(13) of the 1933 Act; (iv) a "qualified institutional buyer," as defined in Rule 144A of the Securities and Exchange Commission; or (v) a sophisticated investor meeting the requirements of paragraphs (a)(3), (a)(5) or (a)(6) of 17 C.F.R. 230.501 and possessing sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of this Note.

<p align="center"><b>REGISTRATION RECORD</b></p> <p align="center"><b>TAXABLE REVENUE NOTE, SERIES 2014</b></p> <p align="center"><b>OF THE</b></p> <p align="center"><b>CITY OF NATCHITOCHES, STATE OF LOUISIANA</b></p>		
Name and Address Of Registered Owner	Date of Registration	Signature of Director of Finance, as Paying Agent
CITY BANK AND TRUST COMPANY P.O. Box 246 Natchitoches, LA 71458-0246		

<b>SCHEDULE OF PREPAYMENTS</b>  <b>TAXABLE REVENUE NOTE, SERIES 2014</b> <b>OF THE</b> <b>CITY OF NATCHITOCHES, STATE OF LOUISIANA</b>		
Prepayment Date	Prepayment Amount	Remaining Balance Due

<b>SCHEDULE A</b> <b>SCHEDULE OF PURCHASE PRICE PAYMENTS</b>  <b>TAXABLE REVENUE NOTE, SERIES 2014</b> <b>OF THE</b> <b>CITY OF NATCHITOCHES, STATE OF LOUISIANA</b>				
No.	Date of Payment	Amount of Payment	Pursuant to Requisition No.	Cumulative Outstanding Principal Amount
1			1	
2			2	

**EXHIBIT B**  
**to Note Ordinance**

**PROJECT DESCRIPTION AND BUDGET**



**EXHIBIT C**  
**to Note Ordinance**

**COOPERATIVE ENDEAVOR AGREEMENT**

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

I, the undersigned Clerk of the City Council of the City of Natchitoches, State of Louisiana (the "City Council"), do hereby certify that the foregoing constitutes a true and correct copy of an ordinance adopted by the City Council on \_\_\_\_\_, 2014, authorizing the City of Natchitoches, State of Louisiana, to issue its Taxable Revenue Note, Series 2014, in the amount of Two Million Dollars (\$2,000,000) for the purpose of financing a portion of the cost of constructing and furnishing the proposed Natchitoches Grand Hotel, and for paying costs of issuance of the notes; prescribing the form, fixing the details and providing for the payment of principal of and interest on such notes and entering into certain covenants and agreements in connection with the security and payment of said notes; awarding the sale of the notes to the purchaser thereof; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature at Natchitoches, Louisiana, on this, the \_\_\_\_ day of \_\_\_\_\_, 2014.

(SEAL)

\_\_\_\_\_  
Clerk

The following Ordinance was introduced by Mr. Vallien at the Natchitoches City Council meeting held on April 14, 2014 as follows:

**ORDINANCE NO. 016 OF 2014**

**AN ORDINANCE ACKNOWLEDGING THE RECOMMENDATION OF THE NATCHITOCHES REGIONAL AIRPORT COMMISSION, APPROVING THE ADOPTION OF THE AIRPORT MASTER PLAN FOR THE NATCHITOCHES REGIONAL AIRPORT DATED MARCH 2014, PREPARED BY THE AIRPORT DEVELOPMENT GROUP, AND AUTHORIZING MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL APPROPRIATE DOCUMENTS IN CONNECTION THEREWITH**

**WHEREAS**, at the request of the City of Natchitoches, the Airport Development Group has prepared an Airport Master plan, dated March 2014; and

**WHEREAS FURTHER**, the Airport Master Plan has been approved by the Federal Aviation Administration and has further been approved by the Natchitoches Regional Airport Commission; and

**WHEREAS FURTHER**, by Resolution dated March 31 2014, the Natchitoches Regional Airport Commission recommended the approval of the Airport Master Plan by the City Council of the City of Natchitoches; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches recognizes the recommendations of the Federal Aviation Administration and the Natchitoches Regional Airport Commission; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the Airport Master Plan dated March 2014, and is of the opinion that the Airport Master Plan will provide for an improved, safer and more efficient airport; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches approves the adoption of the Airport Master Plan dated March 2014, prepared by the Airport Development Group; and

**NOW THEREFORE BE IT ORDAINED** that the City Council of the City of Natchitoches, Louisiana, does hereby approve and adopt the Airport Master Plan Dated March 2014, prepared by the Airport Development Group.

**BE IT FURTHER ORDAINED** that Lee Posey, Mayor of the City of Natchitoches, or his designee, be and he is hereby authorized to represent the City and to execute any and documents, papers, or other instruments which are necessary to properly adopt the Airport Master Plan, dated March 2014.

**BE IT FURTHER ORDAINED** that if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

**BE IT FURTHER ORDAINED** that this ordinance shall go into effect immediately after due publication according to law.

**BE IT FURTHER ORDAINED** that all ordinances in conflict herewith are hereby repealed.

**THIS ORDINANCE** was introduced at a regular meeting of the City Council held on the 14<sup>th</sup> day of April, 2014.

**Resolution NO. 21, 2014**

***Resolution: Approving the Airport Master Plan for the Natchitoches  
Regional Airport***

WHEREAS, The Natchitoches Regional Airport Commission has reviewed the Airport Master Plan, dated March, 2014 as prepared by the Airport Development Group and approved by Federal Aviation Administration and the Louisiana Department of Transportation Development Division of Aviation.

BE IT RESOLVED, that The Natchitoches Regional Airport Commission recommends that the Mayor and City Council approve the Airport Master Plan dated March, 2014.

THUS DONE AND SIGNED this 31<sup>st</sup> day march, 2014 as per agreement of the members of the Natchitoches Airport Commission at its special called meeting held on, Monday, March 31, 2014.

Natchitoches Airport Commission

  
STANLEY SALTER, Chair

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to -wit:

**RESOLUTION NO. 035 OF 2014**

**RESOLUTION RE-APPOINTING JOE CUNNINGHAM, SR. AS A MEMBER OF THE NATCHITOCHES FIRE AND POLICE CIVIL SERVICE BOARD**

**WHEREAS**, the term of office for Mr. Joe Cunningham, Sr. as a member of the Natchitoches Fire and Police Civil Service Board will expire May 8, 2014; and

**WHEREAS**, the Natchitoches City Council wishes to reappoint Joe Cunningham, Sr. as a member of the Natchitoches Fire and Police Civil Service Board; and


**WHEREAS**, this appointment is for a three-year term beginning May 8, 2014 and expiring May 8, 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Natchitoches does, in legal session convened, does hereby appoint Joe Cunningham, Sr. as a member of the Natchitoches Municipal Fire and Police Civil Service Board for the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

**RESOLUTION NO. 036 OF 2014**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT BIDS FOR (1) 2500 KVA 3 PHASE PAD MOUNT TRANSFORMER**

**BID NO. 0547**

**WHEREAS**, the City wishes to advertise for public bids for (1) 2500 KVA 3 Phase Pad Mount Transformer, Bid No. 0547; and

**WHEREAS**, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

**WHEREAS**, the City of Natchitoches will accept sealed and electronic bids for the project until 4:00 pm on Friday, May 9, 2014 at the Office of the Director of Purchasing, 1400 Sabine Street; and

**WHEREAS**, bids will be publicly opened and read aloud at 4:00 pm, on Friday, May 9, 2014 held at the above mentioned Office of the Director of Purchasing; and

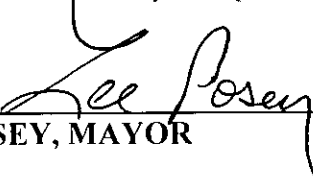
**WHEREAS**, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; Bryan Wimberly, Director of Utilities, are to review and make a recommendation of the bids received.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

## **BID INVITATION**

**DATE: April 14, 2014**

**FROM:** City of Natchitoches  
Purchasing Department  
1400 Sabine Street  
Natchitoches, LA 71457

**BID NO.** 0547

**BID TITLE: (1) 2500 KVA 3 Phase Pad Mount Transformer**

SEALED BID PROPOSALS WILL BE  
RECEIVED UNTIL 4:00 PM,

**May 9, 2014**

AT THE OFFICE OF Edd Lee,  
DIRECTOR OF PURCHASING,  
1400 SABINE STREET,  
NATCHITOCHES, LA 71457.

FOR ADDITIONAL INFORMATION  
CONTACT THE FOLLOWING:

Edd Lee  
DIRECTOR OF PURCHASING  
(318) 357-3824



## INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #4 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 4:00 PM, May 9, 2014, at the Purchasing Department, 1400 Sabine St, Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

**11. Notice - Transformer Oil Drain Valve is to be in the HV Compartment. Please be advised of this statement in the specifications.**

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. **0547**

DESCRIPTION	QUANTITY	PRICE
<b>2500 KVA pad mount transformer</b>	<b>1</b>	_____

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:  
CITY OF NATCHITOCHES, 1400 Sabine Street, NATCHITOCHES, LA 71457  
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR DURATION OF CONTRACT: \_\_\_\_\_ YES \_\_\_\_\_ NO  
PRICES HELD FIRM FOR A PERIOD OF: \_\_\_\_\_ CALENDER DAYS  
BID ACCEPTANCE PERIOD OF: \_\_\_\_\_ CALENDER DAYS  
DISCOUNT TERMS: \_\_\_\_\_ PER CENT (%)  
DELIVERY WILL BE COMPLETED WITHIN: \_\_\_\_\_ CALENDER DAYS AFTER  
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL  
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS  
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO  
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND  
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL  
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL  
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL  
EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Vallien as follows, to -wit:

**RESOLUTION NO. 037 OF 2014**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE  
AND ACCEPT BIDS FOR CHRISTMAS LIGHTING SUPPLIES**

**(BID NO. 0548)**

**WHEREAS**, the City wishes to advertise for Public Bids for Christmas Lighting Supplies (Bid No. 0548).

**WHEREAS**, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

**WHEREAS**, the City of Natchitoches will accept sealed and electronic bids for the project until 4:00 pm on Friday, May 9, 2014 at the Office of the Director of Purchasing, 1400 Sabine Street; and

**WHEREAS**, bids will be publicly opened and read aloud at 4:00 pm, on Friday, May 9, 2014 held at the above mentioned Office of the Director of Purchasing; and

**WHEREAS**, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Utility Director; and Don Mims, Councilman-at-Large, are to review and make a recommendation of the bids received.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

## **BID INVITATION**

**DATE:** April 14, 2014

**FROM:** City of Natchitoches  
Purchasing Department  
1400 Sabine Street  
Natchitoches, LA 71457

**BID NO.** 0548

**BID TITLE:** Christmas Lighting Supplies

SEALED BID PROPOSALS WILL BE  
RECEIVED UNTIL 4PM,

**May 9, 2014**

AT THE OFFICE OF Edd Lee  
DIRECTOR OF PURCHASING, 1400  
SABINE STREET, NATCHITOCHES, LA  
71457.

FOR ADDITIONAL INFORMATION  
CONTACT THE FOLLOWING:

You may bid online by logging into:  
[www.bidexpress.com](http://www.bidexpress.com)  
For any questions about using the site please  
call the help number [888-352-BIDX \(2439\)](tel:888-352-BIDX)

Edd Lee  
DIRECTOR OF PURCHASING  
(318) 357-3824

## INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #4 and attached specifications or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 4:00 PM, May 9, 2014, at the Purchasing Department, located at 1400 Sabine St., Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Prices shall include vehicle safety inspection, **if applies**, application for title and public plates and delivered to the City Warehouse, 1400 Sabine Street, Natchitoches, LA 71457.

11. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

12. The Christmas lighting supplies bid must match the existing supplies on hand for the City of Natchitoches.

13. Please note that samples as indicated on the item detail sheet **MUST** be submitted along with your bid per the attached specification sheet.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. **0548**

DESCRIPTION

QUANTITY

**Christmas Lighting Supplies      Per attached specifications**

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:  
CITY OF NATCHITOCHEs, 1400 Sabine Street, NATCHITOCHEs, LA 71457  
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR A PERIOD OF: \_\_\_\_\_ CALENDER DAYS  
BID ACCEPTANCE PERIOD OF: \_\_\_\_\_ CALENDER DAYS

DELIVERY WILL BE COMPLETED WITHIN: \_\_\_\_\_ CALENDER DAYS AFTER  
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

Total Cost of Christmas Lighting Supplies per the **GRAND TOTAL** listed on the  
specification sheet    \$ \_\_\_\_\_

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL  
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS  
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO  
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND  
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL  
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL  
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL

EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE



The following Resolution was introduced by Mr. Mims and Seconded by Mr. Stamey as follows,  
to -wit:

**RESOLUTION NO. 038 OF 2014**

**A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM  
THE FHWA RECREATIONAL TRAILS PROGRAM FOR LOUISIANA (FRTPL), as  
established by CFDA 20.219:**

**WHEREAS**, the US Federal Government provides funds to the State of Louisiana for grants to state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trails; and

**WHEREAS**, the FRTPL has been delegated the responsibility for the administration of the program within the state and setting up necessary procedures governing project application under the program; and

**WHEREAS**, said procedures require the applicant to certify by resolution that approval of the application before the submission of said application;

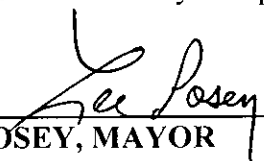
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, State of Louisiana, that the City of Natchitoches does hereby:

1. Approve the filing of an application with FRTL; and
2. Certify that the said applicant has or will have available prior to commencement of any work on the project included in this application, sufficient funds to build (including 20% local match), operate and maintain the project; and
3. Appoint the Mayor as agent of the City of Natchitoches to conduct all negotiation, execute and submit all documents, including, but not limited to application, letter of commitment agreement, amendments, payment requests and completion report, which may be necessary for the completion of the aforementioned project.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to  
0 Nays on this 14<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Vallien as follows, to -wit:

**RESOLUTION NO. 039 OF 2014**

**RESOLUTION APPROVING A DRAINAGE EASEMENT AND RIGHT OF WAY FOR PLACEMENT OF COVERED DRAINS ALONG EASTERN BOUNDARY OF PROPERTY OWNED BY RHODES PROPERTIES AND DEVELOPMENT, LLC, LOCATED ON THE NORTHERN RIGHT OF WAY OF WOODYARD DRIVE TO THE WEST OF THE HIGHWAY 1 SOUTH BRIDGE, AND AUTHORIZING THE MAYOR TO EXECUTE THE UTILITY EASEMENT AND RIGHT OF WAY ON BEHALF OF THE CITY OF NATCHITOCHES, LOUISIANA**

**WHEREAS**, the City of Natchitoches has negotiated an easement and right of way across the Easternmost boundary of property owned by Rhodes Properties and Development, LLC, located at the Northwest corner of the intersection of Woodyard Drive and Highway One South, for the placement of an underground drainage line; and

**WHEREAS FURTHER**, in order to facilitate the placement of the underground drain, the owner of the tract located at the Northwest corner of the intersection of Woodyard Drive and Highway One South, Rhodes Properties and Development, LLC, has agreed to grant the easement and right of way to the City of Natchitoches; and

**WHEREAS FURTHER**, an Easement and Right of Way has been negotiated and drafted and a copy is attached hereto; and

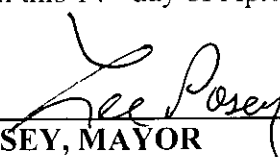
**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City of Natchitoches to enter into the Easement and Right of Way, and the Council desires to have the Easement and Right of Way executed on behalf of the City; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Natchitoches City Council, in legal session convened, does hereby approve of the attached Easement and Right of Way, and does further hereby authorize the Mayor to execute the Easement and Right of Way, on behalf of the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, Stamey, Vallien</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Pending Easement  
(Tommy M.)

The next scheduled City Council meeting will be April 28, 2014.

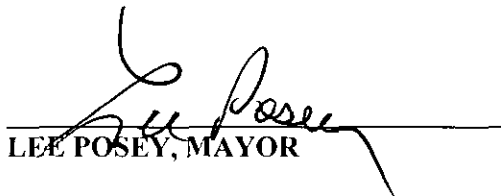
The offices of the City of Natchitoches will be closed Friday, April 18, 2014 for Good Friday.

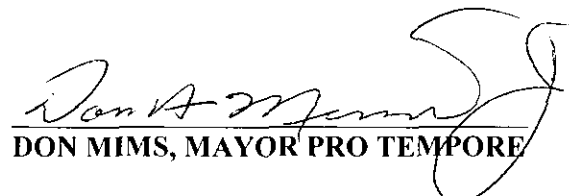
A public meeting will be held at the regular scheduled City Council meeting on April 28, 2014, at 5:30 p.m. at the Arts Center for the purpose of adopting the millage rate for the tax year of 2014.

A public hearing will be held on Wednesday, April 16th, 2014, at the Natchitoches Arts Center for the purpose to review land use concepts and plans for the Highway 478 (Waterwell Road) Corridor that connects south of Old River Road and runs between Interstate 49 and Louisiana Highway 1.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 7:10 p.m.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE